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Should you have any queries, please contact Commercial@SmartDCC.co.uk

SCHEDULE 20

CO-OPERATION

1. GENERAL

- 1.1 This Schedule 20 sets out certain obligations on the Contractor to co-operate with the DCC and Relevant 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 the DCC's rights and remedies under this Schedule 20 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 Contractor shall perform its obligations under this Schedule 20 at its sole cost and expense (and at no additional cost to the DCC).

2. CO-OPERATION OBJECTIVES

- 2.1 The Contractor shall perform its obligations under this Schedule 20 and proactively manage the coordination of its obligations under this Schedule 20 with the Relevant Service Providers in order to ensure that:-
 - 2.1.1 the DCC is able to provide the DCC Services in a successful and timely manner and in accordance with the Objectives;
 - 2.1.2 the DCC and each Relevant Service Provider is able to develop and maintain any necessary technical, operational and/or organisational interfaces for the End-to-end Smart Metering System;
 - 2.1.3 any changes which may have an impact on any services provided to the DCC by the Relevant Service Providers are planned, managed and delivered in an efficient and co-ordinated manner;
 - 2.1.4 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 Relevant Service Providers;
 - 2.1.5 the Quality Plan and each Related Quality Plan are developed and implemented in a consistent manner which is intended to ensure a co-ordinated approach to quality management across the End-to-End Smart Metering System;
 - 2.1.6 the BCDR Plan and each Related BCDR Plan are developed, implemented and invoked in a consistent manner which is intended to ensure a co-ordinated response to service interruptions and disasters across the End-to-End Smart Metering System;
 - 2.1.7 the Project Plan and each Related Project Plan are developed, maintained and implemented in a consistent manner which is intended to ensure a co-ordinated approach to planning and timetabling across the End-to-End Smart Metering System;

- 2.1.8 the Test Documents and each Related Test Document are developed, maintained and implemented in a consistent manner which is intended to ensure a co-ordinated approach to testing and acceptance activities across the End-to-End Smart Metering System;
- 2.1.9 the Variation Procedure and each Related Variation Procedure are implemented in a consistent manner which is intended to ensure a co-ordinated approach to variations and changes across the End-to-End Smart Metering System;
- 2.1.10 the Exit Plan and each Related Exit Plan are developed, maintained and implemented in a consistent manner which is intended to ensure a co-ordinated approach to achieve an orderly transition of services (which may include the Services) whilst maintaining service continuity;
- 2.1.11 co-operative behaviour and overall cost efficiency are promoted, which shall include that when the Contractor exercises its discretion it shall in good faith: (i) consider the cost impact of its choice on relevant DCC Eco-system Entities and each Relevant Service Provider; and (ii) refrain from knowingly choosing an option which would significantly and without justification increase the costs of any DCC Eco-system Entity and each Relevant Service Provider;
- 2.1.12 on the expiry or termination of this Agreement and/or any Relevant 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 Relevant Service Provider Contract); and
- 2.1.13 it performs service management obligations (including the identification and resolution of incidents and problems) in an efficient and co-ordinated manner with the Relevant Service Providers,

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

3. **GENERAL OBLIGATIONS**

3.1 The Contractor shall perform the obligations set out in the table below:-

Contractor Obligation	Description
General	The Contractor shall provide such co-operation and assistance as may be reasonably required from time to time by the DCC or any Relevant Service Provider in relation to any of the Co-operation Objectives.
Notification of Contractor service failures	The Contractor shall immediately notify the DCC and any Relevant Service Providers if: (a) the Contractor fails to perform any of the Services in accordance with the requirements of this Agreement; and

Contractor Obligation	Description
	(b) such failure may have an adverse impact on the performance of any services provided to the DCC by such Relevant Service Providers.
Notification of Related Service Failures	<p>The Contractor shall promptly notify the DCC and the Relevant Service Providers if:-</p> <p>(a) the Contractor becomes aware of any failure by any Relevant Service Provider to perform any element of the services under the Relevant Service Provider Contract; and</p> <p>(b) such failure has had, or may have, an adverse impact on the performance of any of the Services under this Agreement,</p> <p>(a "Related Service Failure").</p>
Mitigation of Related Service Failures	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. For the avoidance of doubt, this obligation does not require the Contractor to perform any of the services under the Relevant Service Provider Contracts on behalf of the Relevant Service Providers.
Meetings	The Contractor shall attend any meetings during normal working hours as reasonably requested by the DCC or any Relevant Service Providers (on more than two (2) Business Days notice or any shorter period if reasonable) 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 Relevant Service Providers.
Disruption	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 Relevant 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.
Access to premises etc.	The Contractor shall provide the DCC and any of the Relevant Service Providers with reasonable access to, and use of, the premises, systems and equipment used In connection with the Services to the extent such access is reasonably necessary in relation to the Co-

Contractor Obligation	Description
	operation Objectives and consistent with other provisions (for example Confidentiality) of this Agreement.
Access to Contractor Personnel	The Contractor shall provide the DCC and any of the Relevant Service Providers with access to appropriate members of the Contractor Personnel to the extent such access is reasonably necessary in relation to the Co-operation Objectives.
Access to documentation etc.	<p>The Contractor shall provide such documentation, data and/or other information requested by the DCC or any of the Relevant Service Providers, to the extent:-</p> <p>(a) such documentation, data and/or other information is reasonably necessary in relation to the Co-operation Objectives; and</p> <p>(b) such is either:-</p> <p style="padding-left: 40px;">(i) documentation, data and/or other information that the DCC would have a right (whether or not by notice) to access and/or receive under any other provision of this Agreement; or</p> <p style="padding-left: 40px;">(ii) DCC Data.</p>
"Fix first, discuss later"	The Contractor shall comply with the principle of "fix first, discuss later", requiring that the Contractor shall concentrate on solving a problem as expeditiously as possible and leave any Disputes with the DCC or any disputes with Relevant Service Providers as to who is responsible and who should bear the cost of fixing the problem and any associated legal issues until after resolution of the relevant problem.

3.2 The Parties shall comply with its respective obligations under Clause 37 (*Confidentiality*) in respect of any of the DCC's Confidential Information and/or the Contractor's Confidential Information disclosed pursuant to this Schedule 20.

4. CO-OPERATION AGREEMENT

4.1 The DCC may, from time to time, request that the Contractor agree and enter into co-operation agreements with one or more Relevant Service Providers in order to better achieve the Co-operation Objectives ("**Co-operation Agreement**"). Without limiting the generality of any other obligation, the Contractor shall use reasonable endeavours to agree (as soon as reasonably practicable) appropriate terms for any proposed Co-operation Agreement that are consistent with the Co-operation Objectives and its obligations pursuant to this Agreement (including Paragraph 3), provided always that the Co-operation Agreement:-

- 4.1.1 does not require the Contractor and any proposed Relevant Service Provider counterparty to have any direct liability to one another (beyond normal consideration, if required); and
 - 4.1.2 is agreed by the DCC and the Contractor in accordance with the Variation Procedure.
- 4.2 The Parties acknowledge and accept that this Agreement may be varied (in accordance with the Variation Procedure) to give full effect to any Co-operation Agreement or align the Co-operation Agreement and this Agreement (as required).