

SCHEDULE 8

AUTHORITY EVENTS

Part 1

1. Each of the following events shall be an Authority Event:
 - 1.1 where required by the Contractor in order to complete the provisioning of a Service Type Instance or complete a Task, a failure by the Authority to provide in relation to such Service Type Instance or Task, by the firm Provisioned date (as defined in Paragraph 6.4.15.5 of Schedule 1.2 (Statement of Requirements: Processes)) or by such other Task completion or installation date set out in the relevant Task Authorisation or Forward Programme (or such other date as agreed by the Parties) relating to such Service Type Instance or Task, the following:
 - 1.1.1 Shared Cabinets being those roadside cabinets used to house the Authority's equipment that also contain a Service Delivery Point (unless it is agreed that the Contractor is responsible for the supply of such cabinets) at all times be in accordance with Schedule 1.3 (Statement of Requirements: General Constraints); and/or
 - 1.1.2 ducts on or within structures (including cross carriageway ducts) as considered adequate by the Authority (acting reasonably), where the provision of such ducts is the responsibility of the Authority in accordance with the Table of Responsibilities and Section 2.14.2.16 of Schedule 1.3 at all times be in accordance with Schedule 1.3 (Statement of Requirements: General Constraints);
 - 1.2 a failure by the Authority to provide the Contractor before the completion of the Step 2 milestone event as set out in Paragraph 8.5.17 of Schedule 1.2 (Statement of Requirements: Processes) with any Emulators which are in the Authority's possession prior to the Effective Date;
 - 1.3 in respect of each Regional Control Centre, the non-provision by the Authority, by the date on which the Regional Control Centres will be in existence (as stated in Paragraph 1.2.1 of Schedule 12 (Warranted Information)), of any of the following in such Regional Control Centre :
 - 1.3.1 a temperature controlled environment sufficient to provide 33,102 BTUs of equipment cooling;
 - 1.3.2 floor space for 6 number 600mm x 800mm x 2000mm equipment racks;
 - 1.3.3 5 number 16 Amp AC power supply at a nominal 230 volts with sufficient standby power provision for a power outage exceeding 30 minutes;
 - 1.3.4 reasonable advance warning of planned power outages for which the Authority is responsible;
 - 1.3.5 the means of local power isolation of equipment, where the provision of such means is agreed in advance in writing by the Authority (acting reasonably); or

- 1.3.6 physical security;
- 1.4 a failure by the Authority to provide the Contractor with the Service Control Interface specification as defined in MCH 1959 by the Effective Date;
- 1.5 a failure by the Authority to ensure, by no later than 20 Business Days after the receipt of an application from the Contractor, that the Contractor has read-only access to the following Authority systems, such access being consistent with the access arrangements for the other Authority Contractors:
 - 1.5.1 COBS;
 - 1.5.2 Geotechnical Data Management System (GDMS);
 - 1.5.3 HA Logging Environment (HALOGEN);
 - 1.5.4 the Environmental Management System (EMS);
 - 1.5.5 the Structures Management Information System (SMIS);
 - 1.5.6 the National On-Line Motorway Asset Database (NOMAD);
 - 1.5.7 the HA Pavement Management System;
 - 1.5.8 the CQAC database;
 - 1.5.9 SDH network manager (Equipment Management Operations System);
 - 1.5.10 ATM network manager;
- 1.6 a failure by the Authority to ensure, after the receipt of an application from the Contractor, that the Contractor is made an authorised user of and has write access to the following Authority systems, such access being consistent with the access arrangements for the other Authority Contractors, by a date no later than:
 - 1.6.1 the Step 1b milestone event in respect of:
 - (A) the Environmental Management System (EMS);
 - (B) the Structures Management Information System (SMIS);
 - (C) the National On-Line Motorway Asset Database (NOMAD);
 - (D) the HA Pavement Management System;
 - (E) the CQAC database; and
 - (F) Geotechnical Data Management System (GDMS); and
 - 1.6.2 the Step 2 milestone event in respect of:
 - (A) X.25 network manager(s);
 - (B) SUPY network manager;
 - (C) SDH network manager (Equipment Management Operations System);

- (D) ATM network manager; and
 - (E) PCM network managers;
- 1.7 where required by the Contractor to complete the provisioning of a particular Service Type Instance of Service Category 8 or 9 by the firm Provisioned date (as defined in Paragraph 6.4.15.5 of Schedule 1.2 (Statement of Requirements: Processes)) a failure by the Authority to provide the Contractor with:
 - 1.7.1 such space in a heated type 600 cabinet (or a cabinet offering equivalent space and environmental conditions), as considered reasonable by the Authority taking into consideration the requirements of existing equipment in the cabinet, access required by the Contractor, or by the Authority to its own equipment, and the performance requirements and characteristics of the relevant cabinet; or
 - 1.7.2 in the case of Active Traffic Management ("ATMg"), environmentally controlled cabinets at both ends of the ATMg gantry, where:
 - (A) each cabinet is such that it can tolerate a heat dissipation of up to 800W from the Contractor's equipment; and
 - (B) 26U of 19" rack is available for the Contractor's usage in the cabinet at the operational longitudinal cable end of the gantry; and
 - (C) 15U of 19" rack is available for the Contractor's usage in the cabinet at the other end of the gantry;
- 1.8 a failure by the Authority within 60 Business Days of the Effective Date to arrange for the Contractor to be an authorised user of, and have access to, the Departure Approvals System (such access to be consistent with the access afforded to other Authority Contractors);
- 1.9 a failure by the Authority to make available by the Interim Service Start Date at the Coleshill Computer Centre, in accordance with the warranty stated in Table 1-1 of Schedule 12 (Warranted Information), space for eight 600mm x 800mm cabinets and the appropriate access space around the cabinet locations and a desk with room for a PC that will act as the Local Management position for the servers;
- 1.10 an event which is designated as an Authority Event under Part 2 of this Schedule;
- 1.11 a failure by the Authority to use its reasonable endeavours to ensure that the Existing Service Provider facilitates the transition from the Existing Service Provider to the Contractor;
- 1.12 a failure by the Authority to use its reasonable endeavours to ensure that each Regional Maintenance Contractor facilitates the transition from such Regional Maintenance Contractor to the Contractor;

- 1.13 in respect of Burton Dassett and Kings Sutton Transmission Station Buildings on the M40, a failure to provide and commission SDH equipment to operate the existing services by the Interim Service Start Date;
- 1.14 in respect of the Hatfield Tunnel Equipment Room, a failure by the Authority to make available by the Interim Service Start Date space for
- (A) floor space for 3 number 600mm x 800mm equipment cabinets;
 - (B) 1 number 30 Amp AC power supply at a nominal 230 volts with sufficient standby power provision for power outage exceeding 30 minutes; and
 - (C) a temperature controlled environment sufficient to provide 12,360 BTUs of equipment cooling;
- 1.15 in respect of the Communications Infrastructure Scheme covering junctions 14 to 18 of the M4, a failure to ensure that:
- (A) any of the new Transmission Station Buildings at Stanton St. Quinton, Tormanton and Badbury are completed and commissioned by 1 October 2006;
 - (B) the new copper and fibre optical cable referred to in Schedule 12 for junctions 14 to 18 of the M4 is installed and commissioned by 1 October 2006; and
 - (C) refurbishment at Grittenham is completed by 1 October 2006;
- 1.16 in respect of the Communications Infrastructure Scheme covering junctions 8/9 to 10 of the M4, a failure to ensure that the new copper and fibre optical cable referred to in Schedule 12 for junctions 8/9 to 10 of the M4 is installed and commissioned by 1 October 2006;
- 1.17 in respect of the Communications Infrastructure Scheme covering junctions 4 to 9 of the M27, a failure to ensure that the new copper and fibre optical cable referred to in Schedule 12 for junctions 4 to 9 of the M27 is installed and commissioned by 1 October 2006; and
- 1.18 in respect of the new Transmission Station Building at Cutbush Lane, between Junctions 10 and 11 of the M4, a failure to:
- (A) provide layout drawings of such site by Step 1a; and
 - (B) ensure that such new Transmission Station Building is completed and commissioned by 1 October 2006. The HA will use its reasonable endeavours to complete and commission this TS building by 1 July 2006.

Part 2

1. SUBMISSIONS PROGRAMME

- 1.1 The Contractor shall produce a Submissions Programme to include all of the Submissions required in Schedule 1. This Submissions Programme shall reflect for every Submission the scope of review of the Submission and shall detail for every Submission:
 - 1.1.1 the Category of the Submission and the basis of that categorisation; and
 - 1.1.2 the planned date of the Submission.
- 1.2 Either Party may suggest amendments to the Submissions Programme at meetings convened for the review and update of the Submissions Programme held in accordance with Clause 25.8 (Contract Managers). Neither Party shall unreasonably withhold its consent to any such amendment provided that either Party shall be entitled to withhold its consent to a proposed amendment:
 - 1.2.1 which changes the Category of a Submission; or
 - 1.2.2 where the Party withholding its consent to the proposed amendment demonstrates that the amendment would materially affect that Party's ability to produce or to review Submissions despite that Party using all reasonable endeavours to do so.

Any disagreements in respect of the matters referred to in Paragraph 1.2 will be dealt with under Paragraphs 2.20 and 2.21 of this Part 2.

2. SUBMISSIONS

- 2.1 The Contractor shall provide the Authority with Submissions in accordance with the Submissions Programme, Schedule 1 and the requirements of the relevant task. Draft Submissions shall not be subject to the process and time limits in Paragraphs 2.2 to 2.19 of this Part 2. Any disputes that arise under Paragraphs 2.2 to 2.19 of this Part 2 will be dealt with under Paragraphs 2.20 and 2.21 of this Part 2.
- 2.2 Within 5 Business Days of receipt of a Submission the Authority shall determine, acting reasonably, whether the Submission is Not Materially Complete, in which case the Authority shall reject the Submission in writing (a "**Submission Rejection Notice**"), giving its reasons. Where the Authority issues a Submission Rejection Notice the Contractor may re-submit the Submission. Any re-submission of a Submission in such circumstances shall be considered as a new Submission, and not as either a Revised Submission or a Re-Revised Submission, and this Paragraph 2.2 shall apply.

CATEGORY 1 SUBMISSIONS

- 2.3 Subject to the Authority's right to reject a Category 1 Submission under Paragraph 2.2 of this Part 2, the Authority shall within 10 Business Days of receipt of a Category 1 Submission either:
 - 2.3.1 accept the Category 1 Submission and provide the Contractor with the relevant Completion Certificate, Type Approval Certificate or written statement of that consent for the Contractor to proceed in relation to the task; or

- 2.3.2 explain to the Contractor in writing or in a discussion (through a meeting or as otherwise determined by the Authority) any Deficiencies in the Submission, in order to assist the Contractor to understand the Authority's objections and the issues involved.
- 2.4 Upon receipt of the Authority's explanation, the Contractor will rectify all Deficiencies notified by the Authority in accordance with Paragraph 2.3 of this Part 2 and will provide the Authority with a revised Category 1 Submission ("**Revised Category 1 Submission**").
- 2.5 Within 10 Business Days of receipt of a Revised Category 1 Submission, the Authority shall, if the Contractor has complied with the requirements of Paragraph 2.4 to the satisfaction of the Authority (acting reasonably) accept the Submission in accordance with Paragraph 2.3.1 of this Part 2, provided that the Revised Submission does not introduce new Deficiencies.

CATEGORY 2 SUBMISSIONS

- 2.6 Subject to the Authority's right to reject a Category 2 Submission under Paragraph 2.2 of this Part 2, the Authority shall within 15 Business Days of receipt of a Category 2 Submission either:
 - 2.6.1 accept the Category 2 Submission and provide the Contractor with the relevant Completion Certificate, Type Approval Certificate or written statement of that consent for the Contractor to proceed in relation to the task; or
 - 2.6.2 explain to the Contractor in writing or in a discussion (through a meeting or as otherwise determined by the Authority) any Deficiencies in the Submission, in order to assist the Contractor to understand the Authority's objections and the issues involved.
- 2.7 Upon receipt of the Authority's explanation, the Contractor will rectify all Deficiencies notified by the Authority in accordance with Paragraph 2.6 of this Part 2 or will advise the Authority in writing of any disagreement with what was notified by the Authority pursuant to Paragraph 2.6 of this Part 2 and shall provide the Authority with a revised Category 2 Submission ("**Revised Category 2 Submission**").
- 2.8 Within 10 Business Days of receipt of a Revised Category 2 Submission, the Authority shall either:
 - 2.8.1 if the Contractor has complied with the requirements of Paragraph 2.7 of this Part 2 to the satisfaction of the Authority (acting reasonably), accept the Submission in accordance with Paragraph 2.6.1, provided that the Revised Submission does not introduce new Deficiencies; or
 - 2.8.2 explain to the Contractor in writing or a discussion (through a meeting or as otherwise determined by the Authority) the Deficiencies in the Submission (including, if applicable, any new Deficiencies arising as a result of the Revised Category 2 Submission) in order to assist the Contractor to understand the Authority's objections and the issues involved.

- 2.9 Upon receipt of the Authority's explanation, the Contractor will rectify all Deficiencies notified by the Authority in accordance with Paragraph 2.8 of this Part 2 and will provide the Authority with a re-revised Category 2 Submission ("**Re-revised Category 2 Submission**").
- 2.10 Within 10 Business Days of receipt of a Re-revised Category 2 Submission, the Authority shall, if the Contractor has complied with the requirements of Paragraph 2.9 of this Part 2 to the satisfaction of the Authority (acting reasonably), accept the Re-revised Category 2 Submission in accordance with Paragraph 2.8.1 of this Part 2, provided that the Re-revised Submission does not introduce new Deficiencies.

CATEGORY 3 SUBMISSIONS

- 2.11 In relation to the time limits for the Authority to accept or comment on Category 3 Submissions set out in Paragraphs 2.12 to 2.16 of this Part 2, the Parties agree that such time limits may, if the nature and complexity of the relevant Submission so requires, be altered with the consent of both Parties, and such consent shall not be unreasonably withheld by either Party.
- 2.12 Subject to the Authority's right to reject a Category 3 Submission under Paragraph 2.2 of this Part 2, the Authority shall within 30 Business Days of receipt of a Category 3 Submission either:
- 2.12.1 accept the Category 3 Submission and provide the Contractor with the relevant Completion Certificate, Type Approval Certificate or written statement of that consent for the Contractor to proceed in relation to the task; or
 - 2.12.2 explain to the Contractor in writing or in a meeting any Deficiencies in the Submission, in order to assist the Contractor to understand the Authority's objections and the issues involved. Either Party shall have the right to request such a meeting.
- 2.13 Upon receipt of the Authority's explanation, the Contractor will rectify all Deficiencies notified by the Authority in accordance with Paragraph 2.12 of this Part 2 or will advise the Authority in writing of any disagreement with what was notified by the Authority pursuant to Paragraph 2.12 and will provide the Authority with a revised Category 3 Submission ("**Revised Category 3 Submission**").
- 2.14 Within 10 Business Days of receipt of a Revised Category 3 Submission, the Authority shall either:
- 2.14.1 if the Contractor has complied with the requirements of Paragraph 2.13 of this Part 2 to the satisfaction of the Authority (acting reasonably), accept the Submission in accordance with Paragraph 2.12.1 of this Part 2, provided that the Revised Submission does not introduce new Deficiencies; or
 - 2.14.2 explain to the Contractor in writing or in a meeting the Deficiencies in the Submission (including, if applicable, any new Deficiencies arising as a result of the Revised Category 3 Submission) in order to assist the Contractor to understand the Authority's objections and the issues involved. Either Party shall have the right to request such a meeting.

- 2.15 The Contractor will rectify all Deficiencies notified by the Authority in accordance with Paragraph 2.14 of this Part 2 and will provide the Authority with a re-revised Category 3 Submission ("**Re-revised Category 3 Submission**").
- 2.16 Within 10 Business Days of receipt of a Re-revised Category 3 Submission, the Authority shall, if the Contractor has complied with the requirements of Paragraph 2.15 of this Part 2 to the satisfaction of the Authority (acting reasonably), accept the Re-revised Category 3 Submission in accordance with Paragraph 2.14.1 of this Part 2, provided that the Re-revised Submission does not introduce new Deficiencies.
- 2.17 In relation to Right of Objection Submissions, if the Authority fails to accept the Submission, Revised Submission or Re-revised Submission (as the case may be) despite having identified no Deficiencies or no new Deficiencies (as applicable) or fails to advise the Contractor of any Deficiencies or new Deficiencies (as applicable) within the relevant time limits set out in Paragraph 2 of this Part 2, the Authority will be deemed to have accepted the latest Right of Objection Submission, Revised Submission or Re-revised Submission relating to that task and any relevant Completion Certificate, Type Approval Certificate or written statement of consent associated with this submission for the Contractor to proceed shall be deemed to have been provided. This deemed consent does not relieve the Authority of its obligations to issue such a Certificate.
- 2.18 In relation to Hold Point Submissions, if the Authority fails to accept a Submission, Revised Submission or Re-revised Submission despite having identified no Deficiencies or new Deficiencies (as applicable) or fails to advise the Contractor of any Deficiencies or new Deficiencies (as applicable) within the relevant time limits set out in Paragraph 2 of this Part 2, the period of delay in acceptance by the Authority of that Hold Point Submission which is a direct result of such failure shall be an Authority Event.
- 2.19 If the Contractor fails to secure the acceptance (including deemed acceptance) of a Submission, Revised Submission or Re-revised Submission in accordance with the provisions of Paragraphs 2.1 to 2.18 of this Part 2, the Parties shall use reasonable endeavours to secure the relevant acceptance as quickly as possible.
- 2.20 If any disagreement arises between the Parties in relation to the processes set out in this Part 2, either Party may require in writing a meeting with the other Party's Contract Manager within 48 hours or other agreed timescale of the request being made (excluding weekends and Bank Holidays) to resolve such disagreement. If the Authority's Contract Manager does not make either himself or his deputy available for such a meeting within such timescale:
- 2.20.1 in relation to Hold Point Submissions the delay in convening the meeting beyond the 48 hours or other timescale agreed under Paragraph 2.20 of this Part 2 shall be an Authority Event; and
- 2.20.2 in relation to Right of Objection Submissions, the disagreement shall be deemed to have been resolved in the Contractor's favour.

If the Contractor's Contract Manager does not make either himself or his deputy available for such a meeting within such timescale the disagreement shall be deemed to have been resolved in the Authority's favour.

- 2.21 If, having complied with the provisions of Paragraph 2.20 of this Part 2, the Parties are unable to resolve the dispute, either Party may refer it to the Dispute Resolution Procedure. If the Dispute Resolution Procedure holds that:
- 2.21.1 any of the Authority's comments or objections to or grounds for rejection of the Submission are valid, the Contractor shall revise the relevant Submission to reflect such comments or proposed amendments or submit a new Submission addressing such grounds for rejection; or
 - 2.21.2 any of the Authority's comments or objections to or grounds for rejection of the Submission are invalid, such comments, objections or grounds for rejection shall be deemed to be dropped by the Authority. If the relevant Submission is a Hold Point Submission, the Dispute Resolution Procedure holds that any of the Authority's comments, objections or grounds for rejection are invalid and the date of decision under the Dispute Resolution Procedure is after the expiry of the normal review timescale for that Hold Point Submission (as set out in Schedule 8) (the "**Expected Date**"), the period of delay in acceptance of the Hold Point Submission after the Expected Date which is a direct result of the Authority having raised invalid comments, objections or grounds for rejection shall be an Authority Event.

Defined terms used in Part 2

"Category" means any of Category 1, Category 2 or Category 3;

"Category 1 Submission" means a Submission that:

- (A) is described as a Category 1 Submission in the Submission Programme or the Statement of Requirements; or
- (B) meets the following criteria:
 - (1) the Submission is such that it requires review by only one strand of the Department's Agent's NRTS team or only one strand of the Highways Agency's NRTS team; and
 - (2) the Submission comprises test results, standard product information and manuals, documents which solely reference existing standards, documents which only require a completeness check, documents which only require a high level check of contents or other documents of a similar nature to any such documents;

"Category 2 Submission" means a Submission that:

- (A) is described as a Category 2 Submission in the Submission Programme or the Statement of Requirements; or
- (B) is not a Category 1 Submission and meets the following criteria:
 - (1) the Submission is such that it requires review by up to three strands of the Department's Agent's NRTS team or up to three strands of the Highways Agency's NRTS team; or
 - (2) the Submission comprises Project Standards and/or Specifications which affect only a specific section of the Statement of Requirements, or a milestone approval checklist or other documents of a similar nature to any such documents;

"Category 3 Submission" means a Submission that:

- (A) is described as a Category 3 Submission in the Submission Programme or the Statement of Requirements; or
- (B) is not a Category 1 Submission or Category 2 Submission and meets the following criteria:
 - (1) the Submission is such that it requires review by:
 - (i) several strands and/or a joint review by the Department's Agent's NRTS team and the Highways Agency's NRTS team;
 - (ii) the Highways Agency's staff external to the Highways Agency's NRTS team; or
 - (iii) other third parties;
 - or

- (2) the Submission comprises key Project Standards and/or OSS specifications, structural approvals, standard construction details or other documents of a similar nature to any such documents;

"Deficiency" means a Submission, Revised Submission or Re-revised Submission which in the Authority's opinion (acting reasonably):

- (A) is inconsistent with the Submissions Programme to the extent that the inconsistency materially affects the Authority's ability to review the Submission despite the Authority using reasonable endeavours to do so;
- (B) does not comply with any provision of Schedule 1 (Statement of Requirements) or would not comply with any such provision, if the Submission, Revised Submission or Re-revised Submission were allowed to proceed in its current form;
- (C) does not adequately meet the documentation requirements stated in Schedule 1 (Statement of Requirements) and/or this Agreement necessary for the Contractor to comply with its obligation pursuant to Clauses 33 and 61;
- (D) does not meet the documentation requirements for the completion of the relevant task;
- (E) prevents or reduces the ability of the Contractor to perform its obligations under this Agreement;
- (F) reduces the capability, functionality or features of
 - (1) the Services; or
 - (2) the Transmission Equipment and software; or
 - (3) the NRTS Required Systems; or
 - (4) the overall technical solution; or
 - (5) Assets to be handed back; or
- (G) is inconsistent with any other extant Submission;

"Hold Point Submission" means a Submission that is required by Schedule 1 to be a Hold Point Submission;

"Not Materially Complete" means a Submission which in the Authority's opinion (acting reasonably):

- (A) is inconsistent with the submissions programme to the extent that the inconsistency materially affects the Authority's ability to review the Submission; or
- (B) does not comply with any provision of Schedule 1 (Statement of Requirements); or
- (C) does not adequately meet the documentation requirements stated in Schedule 1 (Statement of Requirements); or
- (D) is inconsistent with any other extant Submission;

"Re-revised Category 2 Submission" has the meaning given in Paragraph 2.9 of Part 2 of Schedule 8;

"Re-revised Category 3 Submission" has the meaning given in Paragraph 2.15 of Part 2 of Schedule 8;

"Re-revised Submission" means a Re-revised Category 2 Submission or a Re-revised Category 3 Submission;

"Revised Category 1 Submission" has the meaning given in Paragraph 2.4 of Part 2 of Schedule 8;

"Revised Category 2 Submission" has the meaning given in Paragraph 2.7 of Part 2 of Schedule 8;

"Revised Category 3 Submission" has the meaning given in Paragraph 2.13 of Part 2 of Schedule 8;

"Revised Submission" means a Revised Category 1 Submission, Revised Category 2 Submission or Revised Category 3 Submission;

"Right of Objection Submission" means a Submission required by Schedule 1 for non-excluded Registered Documents that is not a Hold Point Submission or which Schedule 1 expressly states is a Right of Objection Submission;

"Step 1b milestone event" has the meaning given in Annex F to Schedule 1.2;

"Step 2 milestone event" has the meaning given in Annex F to Schedule 1.2;

"Submission" means a Hold Point Submission or Right of Objection Submission;

"Submission Rejection Notice" has the meaning given in Paragraph 2.2 of this Part 2; and

"Submissions Programme" means the programme for the development and review of Submissions.