

## Schedule 1. Details of Fundamental Service Capability

### Introduction

1.1 Condition 16 of this Licence (Procurement of Relevant Service Capability) provides that Fundamental Service Capability consists of the Relevant Service Capability that is or has been provided under:

(a) -Legacy Procurement Contracts as defined and from time to time identified and described in this Schedule 1; and

(b) Network Evolution Arrangement Contracts as from time to time identified and described in this Schedule 1.

~~1.2 For the avoidance of doubt, and without limiting the general effect of paragraph 1.1, Fundamental Service Capability predominantly comprises:~~

~~(a) the communication services provided under contract to the Licensee further to the selection process initiated by Notice in the Official Journal of the European Union with reference number 2011/S 165 273113; and~~

~~1.2 the data services provided under contract to the Licensee further to the selection process initiated by Notice in the Official Journal of the European Union with reference number 2011/S 165 273114. [Not Used.]~~

1.3 In this Schedule:

(a) Part A below defines a Legacy Procurement Contract;

(b), ~~while~~ Part B below identifies each such contract in force under this Licence and provides brief particulars as to its subject matter, effective date, and purpose; and

(c) Part B1 below identifies each Network Evolution Arrangement Contract in force under this Licence and provides brief particulars as to its subject matter, effective date, and purpose.

### Part A: Definition of a Legacy Procurement Contract

1.4 A Legacy Procurement Contract is any contractual arrangement (in whatever form and however described) to which the Licensee is, or is to become, a party that relates to the procurement of Fundamental Service Capability and that:

(a) was developed in a procurement exercise undertaken by the Secretary of State before the Licence Commencement Date and has been entered into by the Licensee on or before that date under a requirement to do so pursuant to the grant of this Licence in accordance with the Licence Application Process;

(b) has been adopted by the Licensee on or after the Licence Commencement Date, pursuant to a decision or determination under the SEC Adoption Process to which Part I of Condition 16 (Procurement of Relevant Service Capability) refers with respect to the adoption by the Licensee of Energy Supplier Contracts within the meaning of Part J of that condition; or

- (c) has been entered into by the Licensee on or after the Licence Commencement Date for the purposes of procuring and providing communication or data services with respect to any SMETS1 Smart Metering System.

## **Part B: Particulars of Legacy Procurement Contracts**

1.5 The following contracts are, without limitation, Legacy Procurement Contracts in force under this Licence:

- (1) **Pursuant to OJEU reference 2011/S 165–273113:** contract entered into with Arqiva Smart Metering Ltd, on 18 September 2013, for the provision of communication services in respect of the Northern Region of Great Britain including Scotland.

Contract term: fifteen years, plus five optional further periods each of twelve months' duration.

- (2) **Pursuant to OJEU reference 2011/S 165–273113:** contract entered into with Telefonica Ltd, on 12 September 2013, for the provision of communication services in respect of the Central Region of Great Britain including Wales.

Contract term: fifteen years, plus five optional further periods each of twelve months' duration.

- (3) **Pursuant to OJEU reference 2011/S 165–273113:** contract entered into with Telefonica Ltd, on 12 September 2013, for the provision of communication services in respect of the Southern Region of Great Britain.

Contract term: fifteen years, plus five optional further periods each of twelve months' duration.

- (4) **Pursuant to OJEU reference 2011/S 165–273114:** contract entered into with CGI IT UK Ltd, on 9 September 2013, for the provision of data services in respect of the whole of Great Britain.

Contract term: eight years, plus three optional further periods each of twelve months' duration.

1.6 The Licensee must make such alterations to the particulars set out under paragraph 1.5 as may be necessary from time to time to reflect changes (including additions) to them and must immediately notify the Authority of each such alteration.

## **Part B1: Particulars of Network Evolution Arrangement Contracts**

1.6A The following contracts are, without limitation, Network Evolution Arrangement Contracts in force under this Licence:

- (1) Pursuant to [xxxxx]: contract entered into with [xxxxx], on [xxxxx], for the provision of [xxxxx] in respect of [xxxxx].

Contract term: [xxxxx]

- (2) [etc].

1.6B The Licensee must make such alterations to the particulars set out under paragraph 1.6A as may be necessary from time to time to reflect changes (including additions) to them and must immediately notify the Authority of each such alteration

### **Part C: Publication of External Service Provider Contracts**

- 1.7 Subject to any restriction arising by virtue of paragraph 1.8, the Licensee must publish and maintain on its Website every Legacy Procurement Contract, every Network Evolution Arrangement Contract and every other External Service Provider Contract to which it is a party.
- 1.8 The Licensee's obligation under paragraph 1.7 is subject, in the case of each of the contracts to which it refers, to the Licensee's continuing compliance with such of the terms of that contract as may apply with respect to the maintenance of commercial confidentiality.
- 1.9 But the restriction imposed by paragraph 1.8 does not apply with respect to any matter withheld from publication by the Licensee by virtue of that restriction that nevertheless enters into the public domain by any means other than as a consequence of unauthorised publication by the Licensee, or by any Affiliate or Related Undertaking of the Licensee (or by any person to whom that matter has been lawfully disclosed by the Licensee or by any Affiliate or Related Undertaking of the Licensee).

### **Part D: Interpretation**

- 1.10 References in this Licence to Legacy Procurement Contracts and Network Evolution Arrangement Contracts are references to each such contract as from time to time amended, supplemented, revised, or replaced (whether pursuant to any future exercise of the Licensee's procurement functions with respect to Fundamental Service Capability under Condition 16 or otherwise) and include each such contract as novated to a Successor Licensee in the event of the expiry or any revocation of this Licence.
- 1.11 In this Schedule 1:
- SMETS1 Smart Metering System** has the meaning given to it in the Smart Energy Code.