

GRANT AGREEMENT

BETWEEN

THE SCOTTISH MINISTERS

AND

WHP TELECOMS LTD

FOR THE PROVISION OF MOBILE INFILL INFRASTRUCTURE

DATED:

CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
2	COMMENCEMENT AND DURATION	1
3	ORDER OF PRECEDENCE	1
4	DISCLOSED DATA	1
5	REPRESENTATIVES, OVERSIGHT GROUP, INDEPENDENT TESTER & CO-OPERATION	2
6	SCOPE	3
7	CONSENTS	3
8	CODE POWERS	3
9	DESIGN AND CONSTRUCTION	4
10	ADDITIONAL SITES & EXCLUSION OF SITES	4
11	INFRASTRUCTURE PROVIDER CHANGES	5
12	GENERAL REQUIREMENTS	6
13	AUTHORITY ACCESS TO THE SITES	7
14	CHANGES TO PROJECT PLAN	7
15	PROVISION OF 4G SERVICE AND OPEN ACCESS	7
16	MILESTONE PAYMENTS AND INVOICING	9
17	INTEREST	10
18	STATE AID	10
19	ERDF PENALTIES	11
20	CLAWBACK	11
21	AUDIT	12
22	REPORTS AND RECORDS	13
23	SUBCONTRACTORS	14
24	SMALL AND MEDIUM SIZED ENTERPRISES	15
25	SOCIAL, ECONOMIC AND ENVIRONMENT	16
26	INFRASTRUCTURE PROVIDER DEFAULT: REMEDIAL PLAN PROCESS	18
27	TERMINATION BY THE AUTHORITY	18
28	TERMINATION FOR AUTHORITY DEFAULT	19

29	CONSEQUENCES OF TERMINATION	19
30	INTELLECTUAL PROPERTY RIGHTS	22
31	LICENCE GRANTED BY THE INFRASTRUCTURE PROVIDER	22
32	LICENCE GRANTED BY THE AUTHORITY	22
33	THIRD PARTY IPR LIABILITY	23
34	DATA PROTECTION	23
35	DATA SECURITY	26
36	FREEDOM OF INFORMATION	26
37	CONFIDENTIALITY	27
38	CORRUPT GIFTS AND PAYMENTS	29
39	CONFLICTS OF INTEREST	31
40	CHANGE OF CONTROL	31
41	WARRANTIES	31
42	LIMITATIONS ON LIABILITY	32
43	INSURANCE	33
44	ASSIGNMENT AND NOVATION ETC.	34
45	WAIVER AND CUMULATIVE REMEDIES	34
46	RELATIONSHIP OF THE PARTIES	34
47	PUBLICITY AND BRANDING	35
48	HANDLING OF IDEMNIFIED CLAIMS	35
49	DISPUTES	36
50	SEVERANCE	36
51	FURTHER ASSURANCES	36
52	ENTIRE AGREEMENT	36
53	THIRD PARTY RIGHTS	36
54	NOTICES	37
55	COUNTERPARTS AND EXECUTION	37
56	GOVERNING LAW AND JURISDICTION	38

SCHEDULES TO THIS AGREEMENT

- 1 **DEFINITIONS & INTERPRETATION**
- 2 **AUTHORITY REQUIREMENTS**
 - 2.1 **INITIAL SITES**
 - 2.2 **AUTHORITY TECHNICAL REQUIREMENTS**
- 3 **KEY CONSENTS**
- 4 **INFRASTRUCTURE PROVIDER MATTERS**
 - 4.1 **INFRASTRUCTURE PROVIDER SOLUTION**
 - 4.2 **PROJECT PLAN**
 - 4.3 **KEY SUBCONTRACTORS**
- 5 **FINANCIAL**
 - Appendix 1 Milestone Table**
 - Appendix 2 Initial Sites Milestone Payments**
 - Appendix 3 Project Catalogue**
 - Appendix 4 Excess Grant Repayment**
 - Appendix 5 Open Access Pricing**
 - Appendix 6 Infrastructure Provider Funding Contribution**
- 6 **CHANGE PROCEDURE**
- 7 **OVERSIGHT GROUP**
- 8 **DISPUTE RESOLUTION PROCEDURE**
- 9 **REPORTS**
- 10 **REMEDIAL PLAN PROCESS**
- 11 **DATA PROTECTION**

DATE OF DELIVERY:

AGREEMENT

BETWEEN:

THE SCOTTISH MINISTERS whose principal address is at Victoria Quay, Edinburgh EH6 6QQ (the "Authority"); and

WHP TELECOMS LTD a company registered in England and Wales with number 03601208 whose registered office is at Faraday Court, 401 Faraday Street, Birchwood Park, Warrington WA3 6GA (the "Infrastructure Provider").

PART 1: PRELIMINARY

1. DEFINITIONS AND INTERPRETATION

The definitions and interpretation set out in Schedule 1 (Definitions & Interpretation) shall apply.

2. COMMENCEMENT AND DURATION

This Agreement and the rights and obligations of the Parties shall commence on the last date of signing (the "Effective Date") and, unless terminated earlier in accordance with this Agreement, shall terminate on the 7th anniversary of the last date on which a Milestone Payment is due under Clause 16.2 (the "Termination Date").

3. ORDER OF PRECEDENCE

3.1 If there is any conflict, inconsistency or ambiguity arising between the provisions of this Agreement, the order of precedence shall, unless otherwise stated, be -

3.1.1 Clauses and Schedule 1 (*Definitions*);

3.1.2 Schedule 2 (*Authority Requirements*);

3.1.3 all other Schedules other than Schedule 3 (*Infrastructure Provider Matters*);

3.1.4 Schedule 3 (*Infrastructure Provider Matters*); and

3.1.5 any documents the Infrastructure Provider is required to produce in accordance with Schedule 3 (*Infrastructure Provider Matters*).

3.2 Unless otherwise stated, text is to take precedence over diagrams.

4. DISCLOSED DATA

4.1 Neither the Authority nor any Authority Party shall be liable to the Infrastructure Provider for any damages, Loss, costs, liabilities or expenses which may arise from the adoption, use or application of the Disclosed Data by, or on behalf of, the Infrastructure Provider or any Infrastructure Provider Party.

4.2 The Authority gives no warranty or undertaking in respect of the Disclosed Data and, specifically (but without limitation), the Authority does not warrant that the Disclosed Data represents all of the information in its possession relevant or material to the Infrastructure Works or the obligations of the Infrastructure Provider under this Agreement.

4.3 The Authority shall not be liable to the Infrastructure Provider in respect of any failure to disclose or make available to the Infrastructure Provider (whether before, on or after the execution of this Agreement) any information, documents or data, nor any failure to review or to update the Disclosed Data, nor any failure to inform the Infrastructure Provider (whether before, on or after the Effective Date) of any inaccuracy, error, omission, defects or inadequacy in the Disclosed Data.

5. REPRESENTATIVES, OVERSIGHT GROUP, INDEPENDENT TESTER & CO-OPERATION

Representatives

5.1 The Authority has appointed an Authority Representative and the Infrastructure Provider has appointed an Infrastructure Provider Representative, whose details are set out in Clause 54.1 (*Notices*) and who shall have the authority to act on behalf of the respective Party for all matters under this Agreement.

5.2 Either Party may, by prior notice to the other Party, replace its Representative.

5.3 The Authority Representative may from time to time, on giving notice to the Infrastructure Provider, delegate authority to a named individual to act on its behalf in respect of such matters as may be specified in the notice.

Oversight Group

5.4 The Parties shall set up a joint body, to be known as the Oversight Group, in accordance with Schedule 7 to carry out the functions provided for it in this Agreement.

Independent Tester

5.5 As soon as practicable after the Effective Date and subject to the Authority's approval as to the identity of the person (not to be unreasonably withheld or delayed), the Infrastructure Provider shall appoint an appropriately experienced person to be the Independent Tester. The Independent Tester is to give to the Authority certificates in the form provided in Schedule 4.4 in respect of Achievement of Payment Milestones as provided in Schedule 5.

Cooperation

5.6 The Infrastructure Provider shall use all reasonable endeavours -

5.6.1 to facilitate efficient geographical and technical synergies between the Project and any other publicly subsidised mobile phone network projects; and

5.6.2 to -

(a) work with the Authority; and

(b) co-operate with other suppliers and utility providers,

to ensure delivery of the Project and to enable the efficient delivery of any publicly subsidised mobile phone network projects or interfacing publicly subsidised broadband network programmes (supporting the UK and Scottish Government's broadband policy objectives).

PART 2: THE INFRASTRUCTURE WORKS

6. SCOPE

The Infrastructure Provider shall carry out the Infrastructure Works at its own cost except as otherwise expressly provided in this Agreement.

7. CONSENTS

7.1 For each Site, the Infrastructure Provider shall -

7.1.1 use all reasonable endeavours to obtain all Consents required to carry out the Infrastructure Works and shall do so as soon as reasonably practical; and

7.1.2 implement each Consent within the period of its validity and in accordance with its terms.

7.2 If -

7.2.1 the Infrastructure Provider fails to obtain the Key Consents for a Site by 31 March 2020 or such later date the Authority may agree in writing, or

7.2.2 planning consent is refused for a Site, or

7.2.3 planning consent is granted subject to conditions which would require changes to the Infrastructure Works for the Site, and such changes are not agreed under Clause 11,

the Site shall be excluded from the Project.

7.3 The Infrastructure Provider must notify the Authority within 14 days of receiving each of the Key Consents for each Site.

7.4 Where a Site is excluded and Clause 7.5 applies, the Authority shall reimburse the costs reasonably incurred by the Infrastructure Provider in respect of –

7.4.1 the MSV for the Site; and

7.4.2 seeking to obtain the Key Consents for the Site,

up to a total maximum of the first Milestone Payment for that Site set out in Schedule 5.

7.5 Costs will only be reimbursed where the Infrastructure Provider demonstrates to the Authority's reasonable satisfaction that -

7.5.1 it has used all reasonable endeavours to obtain the Key Consents; and

7.5.2 failure to obtain any of the Key Consents is not attributable to fault or negligence of the Infrastructure Provider and/or any Infrastructure Provider Party.

8. CODE POWERS

8.1 The infrastructure Provider shall hold Code Powers throughout the Term.

- 8.2 If the Infrastructure Provider does not hold Code Powers at the Effective Date, it shall (at its own cost) use all reasonable endeavours to obtain Code Powers within 3 months of the Effective Date or such longer period as the Authority may agree in writing, failing which the Authority may by notice terminate this Agreement without penalty.

9. DESIGN AND CONSTRUCTION

- 9.1 The Infrastructure Provider shall carry out the Infrastructure Works in accordance with

9.1.1 the Authority Technical Requirements;

9.1.2 the Infrastructure Provider's Solution;

9.1.3 the Project Plan; and

9.1.4 this Agreement.

- 9.2 To avoid doubt, the obligations in Clauses 9.1 are independent obligations. In particular:

9.2.1 the fact that the Infrastructure Provider has complied with the Infrastructure Provider's Solution shall not be a defence to an allegation that the Infrastructure Provider has not satisfied the Authority Technical Requirements; and

9.2.2 the fact that the Infrastructure Provider has satisfied the Authority Technical Requirements shall not be a defence to an allegation that the Infrastructure Provider has failed to comply with the Infrastructure Provider's Solution.

- 9.3 Subject to Clause 9.4, if the Infrastructure Provider's Solution does not comply with the Authority Technical Requirements, the Infrastructure Provider shall submit an IP Technical Change Proposal under Clause 11 to amend the Infrastructure Provider's Solution to rectify the Infrastructure Works to ensure compliance.

- 9.4 Clause 9.3 does not apply where non-compliance results from the Infrastructure Provider's Solution being of a higher standard than, or provides for aspects additional to those, required under the Authority Technical Requirements.

- 9.5 For the avoidance of doubt, the Authority shall have no property interests in the Infrastructure Works.

10. ADDITIONAL SITES & EXCLUSION OF SITES

- 10.1 The Authority may, but shall not be bound, to require additional Sites not included in the Initial Sites to be included in the Project. The Authority envisages that where additional Sites are included, the Grant will not exceed approximately £25m.

- 10.2 The Parties shall cooperate, through the Oversight Group, to determine possible locations for additional Sites.

- 10.3 The Authority may by notice at any time prior to 30 September 2019, and on any number of occasions, propose the inclusion of one or more additional Sites in the Project (an "Additional Sites Notice");

- 10.4 For each proposed additional Site, the Authority shall specify in the Additional Sites Notice a 4G Service coverage envelope, being a 5 km radius circle having as its centre a specified grid reference.

- 10.5 Where the Authority issues an Additional Sites Notice, the Change Procedure will apply.
- 10.6 The Authority may by notice, at any time and on any number of occasions, exclude a Site from the Project.
- 10.7 If a notice excluding a Site is received within 5 Working Days after receipt by the Authority of a valid invoice for a Milestone Payment for the Site under Clause 16, the Milestone Payment will remain due but no further payment shall be due by the Authority as a consequence of exclusion of the Site.
- 10.8 If a notice excluding a Site is received at any other time, the Authority will reimburse the Infrastructure Provider's relevant costs. For this purpose, "relevant costs" are the total of -
- 10.8.1 the costs unavoidably and reasonably incurred or irrevocably contracted for by the Infrastructure Provider, from the date of achievement of the last Milestone for the Site to the date of receipt of the notice, towards achievement of the next Milestone; and
 - 10.8.2 where a Site is excluded after Milestone 2, the lesser of that the costs that will be demonstrably incurred by the Infrastructure Provider, having taken all reasonable steps to minimise such costs, in
 - (a) achieving all subsequent Milestones for the Site, or
 - (b) reinstating the Site including decommissioning of power supply to Site and terminating Backhaul agreements and land agreements for the Site,
- up to a total maximum payment equivalent to the total remaining Milestone Payments for the Site as provided for in Schedule 5.

11. INFRASTRUCTURE PROVIDER CHANGES

- 11.1 The Infrastructure Provider may by notice propose -
- 11.1.1 where planning consent is granted subject to conditions that would require changes to the Infrastructure Works, changes to the Authority Technical Requirements and/or the Authority Technical Requirements (an "IP Planning Change Proposal");
 - 11.1.2 changes to the Infrastructure Provider's Solution an "IP Technical Change Proposal") in respect of one or more Sites or of any aspect that is not Site specific;
 - 11.1.3 changes to the location of an Initial Site (an "IP Initial Site Location Change Proposal").
- 11.2 An IP Planning Change Proposal shall be accompanied by a revised Milestone Payments Schedule for the Site calculated in accordance with Appendix 3 to Schedule 5.
- 11.3 The Authority may reject an IP Planning Change Proposal at its discretion. An IP Planning Change Proposal will be deemed to have been refused unless accepted by notice to the Infrastructure Provider within 28 days of receipt.
- 11.4 Except where Clause 11.5 applies, the Authority will not withhold consent to an IP Technical Change Proposal if -

- 11.4.1 the Authority is satisfied that if the changes are implemented the Infrastructure Provider Solution will continue to meet or exceed the Authority Technical Requirements; and
- 11.4.2 the Parties agree in writing the amount of any reduction in the Milestone Payments where the changes will result in a reduction in cost.
- 11.5 The Authority may withhold consent at its discretion to an IP Technical Change Proposal involving changes to the –
 - 11.5.1 Community Benefits Proposals forming paragraph 10 of Section 4.1 of Schedule 4; or
 - 11.5.2 Approach to Fair Work Proposals forming paragraph 11 of Section 4.1 of Schedule 4.
- 11.6 No increases to Milestone Payments for a Site will be made as a consequence of implementation of an IP Technical Change Proposal unless the Authority agrees otherwise in writing.
- 11.7 Where the Infrastructure Provider makes an Initial Site Location Change Proposal, the Change Procedure will apply.

12. GENERAL REQUIREMENTS

General standards

- 12.1 Without prejudice to the Authority Technical Requirements, the Infrastructure Provider shall ensure that the Infrastructure Works are provided -
 - 12.1.1 in an economic, efficient, effective and safe manner in accordance with Good Industry Practice;
 - 12.1.2 in accordance with the applicable Law, Codes and the Consents;
 - 12.1.3 in such a manner as not to detract from or damage the image and reputation of the Authority;
 - 12.1.4 save as expressly provided in this Agreement, in such a manner as not to unreasonably impede, prevent or increase the cost to the Authority of discharging its obligations, duties, and statutory functions; and
 - 12.1.5 so as to minimise interference with the convenience of the public, access to public/private roads or footpaths, or other users of the Infrastructure Environment.

The Infrastructure Provider Parties

- 12.2 The Infrastructure Provider shall not be relieved or excused of any responsibility, liability or obligation under this Agreement by the appointment of any Infrastructure Provider Party. The Infrastructure Provider shall, as between itself and the Authority, be responsible for the selection, pricing, performance, acts, defaults, omissions, breaches and negligence of all Infrastructure Provider Parties. All references in this Agreement to any act, default, omission, breach or negligence of the Infrastructure Provider shall be construed accordingly to include any such act, default, omission, breach or negligence of an Infrastructure Provider Party.

Safety

- 12.3 The Infrastructure Provider shall in carrying out the Infrastructure Works have full regard for the safety of all persons on the Sites (whether lawfully or not) and shall keep the Sites and the Infrastructure Works in an orderly state, in accordance with Good Industry Practice, to avoid danger to such persons.
- 12.4 Without prejudice to the generality of Clause 12.3 as between the Infrastructure Provider and the Authority, the Infrastructure Provider shall be entirely responsible for the safety of any design which forms part of the Infrastructure Works and for the adequacy, stability and safety of all site operations and methods of construction.
- 12.5 In accordance with The Construction (Design and Management) Regulations 2015 (the “CDM Regulations”), the Authority and the Infrastructure Provider hereby elect that the Infrastructure Provider shall be and shall be treated as the only “client” in respect of the Infrastructure Works pursuant to Regulation 4(8)(a) of the CDM Regulations. The Infrastructure Provider shall not, prior to the completion of the Infrastructure Works, seek in any way to withdraw, terminate or derogate from such agreement.
- 12.6 The Infrastructure Provider shall observe, perform and discharge and/or shall procure the observance, performance and discharge of all the obligations, requirements and duties arising under the CDM Regulations in connection with the Infrastructure Works (other than those that remain with the Authority pursuant to Regulation 4(8)(c) of the CDM Regulations) and shall, within 1 month of the Effective Date, provide a certified copy of the health and safety file (as defined in the CDM Regulations) to the Authority. The Infrastructure Provider shall ensure that the health and safety file is revised as often as may be appropriate to incorporate any relevant new information in relation to the Infrastructure Works and copied to the Authority.
- 12.7 Notwithstanding the agreement made under Clause 12.5, the Authority and the Infrastructure Provider shall both observe and continue to observe the duties which pursuant to Regulation 4(8)(c) of the CDM Regulations are to remain with all clients.

13. AUTHORITY ACCESS TO THE SITES

The Authority and its representative may access any of the Sites at reasonable times subject to –

- (a) giving not less than 48 hours prior notice to the Infrastructure Provider; and
- (b) complying with such site conditions as the Infrastructure Provider may reasonably require.

14. CHANGES TO PROJECT PLAN

The Infrastructure Provider shall change the Project Plan to reflect changing circumstances including the inclusion of Additional Sites in the Project, and shall notify the amended Project Plan to the Authority within 5 Working Days of the changes or within 14 days of the last notified change, whichever is the later.

15. PROVISION OF 4G SERVICE AND OPEN ACCESS

- 15.1 In this Clause, “Operational Period” for a Site means the period from Achievement of Milestone 5 to the Termination Date.
- 15.2 Throughout the Operational Period for each Site, the Infrastructure Provider shall –
- 15.2.1 ensure the provision of a 4G Service from a minimum of one MNO throughout the Coverage Area for the Site; and

- 15.2.2 offer the widest possible active and passive wholesale access to the Infrastructure to 4G Service providers and other potential users –
- (a) in compliance with article 52 of EU Regulation 651/2014; and
 - (b) on tariffs not to exceed the tariffs set out in Appendix 5 of Schedule 5
- except to the extent the Infrastructure Provider is unable to do so as a direct consequence of a Relief Event.

PART 3 FINANCIAL

16. MILESTONE PAYMENTS AND INVOICING

- 16.1 The Authority shall pay the Grant to the Infrastructure Provider by way of Milestone Payments in accordance with Schedule 5 (*Financial*) and the other terms of this Agreement.
- 16.2 Unless the Authority at its discretion agrees otherwise, Milestone Payments will only be made where –
- 16.2.1 the Milestone is Achieved, and
- 16.2.2 the Milestone Payment is validly invoiced,
- prior to 31 March 2022.
- 16.3 Milestone Payments and any other payments due by the Authority under this Agreement will only be made following receipt of a Milestone Application from the Infrastructure Provider accompanied by the supporting evidence for Achievement of that Milestone specified in Appendix 1 to Schedule 5. The date of receipt by the Authority's Representative of the Milestone Application and supporting evidence in accordance with this clause 16.3 shall be the payment due date (the "**Due Date**").
- 16.4 Within five days of the Due Date, the Authority's Representative shall issue a certificate of payment (a "**Payment Certificate**") setting out the sum that the Authority or the Authority's Representative considers to be or to have been due at the Due Date, and the basis on which that sum is calculated. If the Authority fails to give a Payment Certificate in accordance with this Clause, and the Infrastructure Provider has given an Milestone Application in accordance with Clause 16.3, the sum to be paid by the Authority shall, subject to any Pay Less Notice given under Clause 16.6, be the sum specified in the Milestone Application.
- 16.5 Following receipt of a Payment Certificate from the Authority, the Infrastructure Provider shall submit an invoice to the Authority for the amount certified in such Payment Certificate. The final date for payment of such amount (the "**Final Date**") shall be 30 days after the Authority's receipt of the Infrastructure Provider's invoice.
- 16.6 The Authority may set-off any sums due and payable to the Authority by the Infrastructure Provider under this Agreement against any Milestone Payments. If the Authority intends in good faith to pay less than the sum notified pursuant to a Payment Certificate (or Application for Payment if the final sentence of Clause 16.4 applies), the Authority's Representative shall, at least 7 days before the Final Date issue a notice (a "**Pay Less Notice**") to the Infrastructure Provider. Such Pay Less Notice shall specify both the sum that it considers to be due to the Infrastructure Provider at the date the Pay Less Notice is given and the basis on which that sum has been calculated.
- 16.7 Notwithstanding any other provision of this Agreement, payments payable to the Infrastructure Provider under this Agreement are exclusive of any VAT, provided that any such VAT shall (where applicable) only be paid in addition in accordance with Clause 16.8.
- 16.8 Each Party acknowledges that it does not expect any payments by the Authority under this Agreement to constitute consideration for a supply (for VAT purposes) to the Authority. If, following disclosure of all material facts relating to this Agreement to HMRC, HMRC decide that VAT is chargeable on any such payments the Authority shall pay such VAT in addition to the relevant payment following receipt by the

Authority of an appropriate VAT invoice accompanied by evidence of HMRC's decision (unless previously provided to the Authority).

17. INTEREST

Interest shall be payable on the late payment of any undisputed payments due by either Party under this Agreement at the rate of interest that would apply if such payment were a qualifying debt under the Late Payment of Commercial Debts (Interest) Act 1998. Interest shall accrue on a daily basis from the expiry of the period for payment until the date of payment of the overdue amount.

18. STATE AID

18.1 The Infrastructure Provider and the Authority acknowledge that any payments made by the Authority to the Infrastructure Provider under this Agreement must comply with, and must be used by the Infrastructure Provider only in accordance with, the State Aid Terms (including being made pursuant to an approved state aid scheme).

18.2 The Infrastructure Provider shall provide such assistance, information and/or support as the Authority may reasonably require from time to time in connection with the Authority's responsibilities under the State Aid Terms, or with any action, examination and/or investigation by the European Commission (who in this Clause 18 include any successor UK authority to the Commission's role in respect of state aid), pursuant to the State Aid Terms as may, in the Authority's view, be reasonably necessary and relevant, but for the avoidance of doubt shall not require the Infrastructure Provider to provide legal advice subject to privilege to the Authority, and the Infrastructure Provider shall be given adequate time to provide the information.

18.3 If the European Commission issues a recovery decision as defined in Article 16(1) of Council Regulation 2015/1589 in connection with this Agreement naming the Infrastructure Provider as beneficiary of unlawful aid, then, unless a repayment date has been specified by the European Commission or the national court -

18.3.1 the Authority shall issue a notice to the Infrastructure Provider (with such notice including a copy of the relevant European Commission Decision); and

18.3.2 the Infrastructure Provider shall, not later than 28 days from the date of such notice, pay an amount equivalent to the unlawful and incompatible aid of which the Infrastructure Provider is beneficiary (plus interest, calculated from the date when the unlawful aid was first provided to the Infrastructure Provider, as applicable), which the European Commission requires to be repaid pursuant to its decision.

18.4 The amount payable under Clause 18.3.2 shall be payable into a blocked account to be opened by the Authority, or at the Authority's request, by the Infrastructure Provider, to which neither Party has unilateral access pending either –

18.4.1 the expiry of the deadlines for the Infrastructure Provider to bring proceedings challenging the recovery decision without the Infrastructure Provider having brought such proceedings before such expiry; or

18.4.2 where the Infrastructure Provider has brought proceedings before such expiry, the final outcome of those proceedings including any appeals.

The bank charges for opening and maintaining the blocked account will be shared equally between the Parties, unless the the recovery decision arose as a consequence of the actions or failures of the Infrastructure Provider. In that case the Infrastructure Provider will pay such bank charges.

- 18.5 If the European Commission's decision does not specify the precise amount of unlawful aid to be recovered, the amount shall be determined by the Authority, acting reasonably.
- 18.6 If the European Commission issues a recovery decision as defined in Article 16(1) of Council Regulation 2015/1589 in connection with this Agreement naming the Infrastructure Provider as beneficiary, the Infrastructure Provider acknowledges that Clause 18.3 shall apply regardless of whether -
- 18.6.1 the Infrastructure Provider is in Default and irrespective of the Infrastructure Provider's financial circumstances, except that the Authority shall apply paragraphs 60 to 68 of the Notice from the Commission 2007/C 272/05 in respect of the Infrastructure Provider; and
 - 18.6.2 in the Authority's view, as previously indicated to the Infrastructure Provider, the state aid granted in connection with this Agreement complies with the State Aid Terms.
- 18.7 If the Infrastructure Provider fails to bring proceedings in respect of the repayment decision before the expiry of the deadlines for those proceedings or loses any proceedings and fails to the extent possible to bring an appeal against that Loss -
- 18.7.1 the Infrastructure Provider shall immediately give its consent for the unlawful and incompatible aid (plus interest, as applicable) to be released from the blocked account to the Authority and/or to such other government body as the Authority may direct;
 - 18.7.2 without prejudice to any other remedy available to the Infrastructure Provider at law (subject always to Clause 42 (*Limitations on Liability*)), the Authority shall make no payment to the Infrastructure Provider to indemnify the Infrastructure Provider for the recovery of the unlawful and incompatible state aid.

19. ERDF PENALTIES

- 19.1 The Infrastructure Provider shall pay to the Authority, within 28 days of receipt of a notice demanding payment, any penalties imposed on or by the Authority in respect of any shortfall in the drawdown of ERDF funding to the extent such shortfall is attributable to failure by the Infrastructure Provider -
- 19.1.1 to Achieve Milestone 5 for a Site by 31 March 2022; or
 - 19.1.2 comply with its obligations under this Agreement.

20. CLAWBACK

- 20.1 If for a Site -
- 20.1.1 Milestone 5 is not Achieved, except to the extent directly attributable to a Relief Event, by the earlier of;
 - (a) 12 months after achievement of Milestone 4, or
 - (b) 31 March 2022;
- or
- 20.1.2 The Infrastructure Provider fails to comply with Clause 15.2 for a continuous period of 3 months or more except to the extent directly attributable to a Relief Event,

the Infrastructure Provider shall repay to the Authority, within 28 days of notice requiring repayment, all Milestone Payments previously paid by the Authority for the Site.

20.2 Following the end of the Term, Schedule 5 Appendix 4 (*Excess Grant Repayment*) shall apply.

21. AUDIT

21.1 If an audit is imposed on the Authority and/or this Agreement by any Regulatory Body at any time during the Term and the 12 month period following the end of the Term the provisions set out in this Clause shall apply.

21.2 The relevant Regulatory Body (and/or its agents or representatives) may perform any such audit in accordance with this Clause.

21.3 There shall be no restriction on the frequency of such audits and the Authority shall use reasonable endeavours to procure that the relevant Regulatory Body (or where applicable its agents or representatives) shall endeavour, but shall not be obliged, to provide at least 21 days notice of the intention to conduct such audit.

21.4 The Authority shall use reasonable endeavours to procure that the conduct of any such audit does not unreasonably disrupt the Infrastructure Provider or delay the performance of this Agreement.

21.5 The Infrastructure Provider shall provide the relevant Regulatory Body (and/or its agents or representatives) with all such co-operation and assistance as is reasonably necessary in relation to any such audit, including provision of -

21.5.1 such relevant information requested by the relevant Regulatory Body (and/or its agents or representatives) within the scope of the audit imposed by the Regulatory Body (provided that the Authority shall use reasonable endeavours to procure that the Regulatory Body shall limit the scope of any audit to the information provided or maintained under this Agreement and the verification of such information, with the Infrastructure Provider acknowledging that the relevant powers and duties of the Regulatory Body cannot be fettered and that the Regulatory Body may request additional information under this Clause); and

21.5.2 reasonable access to any site controlled by the Infrastructure Provider or any Key Subcontractor and/or reasonable access to Infrastructure Provider Personnel, in each case where the scope of the relevant audit cannot be satisfied by the provision of the information provided under this Clause.

21.6 The Parties agree that -

21.6.1 the provision of information by electronic means shall be used to satisfy an audit pursuant to this Clause unless in the relevant Regulatory Body's (or its agent's or representative's) reasonable opinion this will not satisfy the audit requirement; and

21.6.2 where the inspection at any site controlled by the Infrastructure Provider is required, such inspection shall be subject to the Infrastructure Provider's then current standard security policies to the extent notified to the relevant Regulatory Body (or where applicable its agents or representatives) in advance of the relevant inspection.

21.7 The Infrastructure Provider shall bear its own costs and expenses incurred in respect of compliance with this Clause.

21.8 The Authority shall procure that the relevant Regulatory Body (and where applicable its agents and representatives) shall bear its own costs and expenses incurred in respect of compliance with this Clause.

21.9 Where as a consequence of any audit carried out pursuant to this Clause the relevant Regulatory Body (or its agents or representatives) reasonably considers that a re-audit is required, then such re-audit may be carried out in accordance with this Clause.

22. REPORTS AND RECORDS

22.1 The Infrastructure Provider shall produce and provide to the Authority the reports set out in Schedule 9 (*Reports*) and such other reports as are expressly set out in this Agreement, along with such reasonable additional ad hoc reports concerning the operation of this Agreement as the Authority may reasonably require from time to time.

22.2 The Authority may share the reports and records made available under this Clause with any Regulatory Body.

22.3 The Infrastructure Provider shall maintain, and make available to the Authority when asked, for the duration of the Term and for 7 years after the Termination Date -

- (a) all records relevant to the reports to be provided in accordance with Schedule 9;
- (b) all Project Data;
- (c) all financial records relevant to calculation of the Excess Return Payment under Schedule 5 Appendix 4; and
- (d) such other records concerning the provision of the Infrastructure Works and the operation of this Agreement as would be maintained in accordance with Good Industry Practice, and as required under this Agreement.

PART 4 SUBCONTRACTING, SME'S, SOCIAL AND ENVIRONMENTAL ETC

23. SUBCONTRACTORS

- 23.1 At the Effective Date the Authority has consented to the engagement of the Key Subcontractors listed in Schedule 4 Part 3 (*Key Subcontractors*). The Infrastructure Provider shall provide to the Authority copies of any draft or final Key Subcontracts if required by the Authority from time to time.
- 23.2 The Infrastructure Provider shall ensure that a provision is included in each Key Subcontract requiring the Key Subcontractor to -
- 23.2.1 promptly notify the Infrastructure Provider and the Authority in writing of a Key Subcontractor Financial Distress Event or any fact, circumstance or matter which could cause a Key Subcontractor Financial Distress Event (and in any event, provide such notification within 14 days of the date on which the Key Subcontractor first becomes aware of the Key Subcontractor Financial Distress Event or the fact, circumstance or matter which could cause the Key Subcontractor Financial Distress Event); and
 - 23.2.2 co-operate with the Infrastructure Provider and the Authority to mitigate the Key Subcontractor Financial Distress Event, including meeting with the Infrastructure Provider and the Authority to discuss and review the effect of the Key Subcontractor Financial Distress Event on the continued performance and delivery of the Infrastructure Works.
- 23.3 The Infrastructure Provider shall not terminate or materially amend any Key Subcontract to the extent this could adversely affect the Infrastructure Provider's compliance with its obligations under this Agreement, or change the identity of any Key Subcontractor, without the Authority's prior written consent, which shall not be unreasonably withheld or delayed. This provision shall not apply to restrict amendments to Key Subcontracts to the extent these represent changes which ordinarily occur in the normal course of business.
- 23.4 The Infrastructure Provider shall ensure that any supply chain sourcing or procurement that it or its Key Subcontractors conduct for the purposes of delivering the Infrastructure Works, shall be undertaken in accordance with the Infrastructure Provider's or Key Subcontractor's (as applicable) standard procurement policies which shall be consistent with Clause 24 (*Small and Medium Sized Enterprises*).

Subcontractors

- 23.5 At the Effective Date the Infrastructure Provider undertakes that it has not entered into (and shall not enter into at any time during the Term) any form of exclusivity arrangement with any Subcontractor that would be detrimental to the level of competition for any other broadband or telecommunications network project that may be procured by the Authority or other Local Body.
- 23.6 The Authority shall have the right to request copies of any Subcontract from the Infrastructure Provider. The Infrastructure Provider shall provide the Authority with a copy of the requested Subcontract as soon as reasonably practicable, and in any event within 5 Working Days.
- 23.7 Where the Infrastructure Provider enters into a Subcontract, the Infrastructure Provider must ensure that the Subcontract contains the following provisions -
- 23.7.1 a provision requiring payment of all sums due by the Infrastructure Provider within a specified period of time not exceeding 30 days from the date of receipt of a valid invoice in accordance with the terms of the Subcontract;

- 23.7.2 where the Authority has made payment to the Infrastructure Provider in respect of a Milestone and the Subcontractor's invoice relates to that Milestone, to that extent, the invoice shall be treated as valid and, provided that the Infrastructure Provider is not exercising a right of retention or set-off in respect of a breach of contract by the Subcontractor, or in respect of any sums otherwise due by the Subcontractor to the Infrastructure Provider, payment must be made to the Subcontractor without deduction;
 - 23.7.3 a provision notifying the Subcontractor that the Subcontract is for the benefit of the Authority under this Agreement, and where the Subcontractor does not receive timely payment of an invoice, the Subcontractor may refer the matter to the Authority;
 - 23.7.4 a right for the Infrastructure Provider to terminate any Subcontract if the Subcontractor fails to comply with the Law; and
 - 23.7.5 a requirement for the Subcontractor's contracts to contain a right for the Subcontractor to terminate its subcontracts if its contractor fails to comply with the Law.
- 23.8 The Authority shall have the right to require the Infrastructure Provider to cease to use any Subcontractor in connection with this Agreement where the Subcontractor's failure has led to a material Default of this Agreement by the Infrastructure Provider.
- 23.9 The Infrastructure Provider shall ensure that no Subcontractor shall be employed in connection with the Infrastructure Works when any of the mandatory exclusion grounds in Regulation 58 of the Public Contracts (Scotland) Regulations 2015 apply to that Subcontractor.

24. SMALL AND MEDIUM SIZED ENTERPRISES

- 24.1 Subject to Clause 24.3, the Infrastructure Provider shall implement such processes and measures as may be appropriate so as to ensure that, where the Infrastructure Provider is proposing to subcontract any of the Infrastructure Works prior to or at any time during the Term, SMEs (when compared with other potential Subcontractors) are given fair, equal and proportionate access to the subcontracting opportunity. At a minimum, the Infrastructure Provider shall -
- 24.1.1 to the extent practicable, advertise its subcontracting opportunities in a form which is accessible by all potential Subcontractors including SMEs on the Public Contracts Scotland Portal; and
 - 24.1.2 propose to potential Subcontractors that are SMEs, such commercial, financial and technical terms and conditions that are, where appropriate and proportionate to the nature, size and capacity of the proposed Subcontractor and having regard to the services to be subcontracted, no more onerous than the relevant terms and conditions proposed by the Infrastructure Provider to other potential Subcontractors.
- 24.2 The Infrastructure Provider shall report on its engagement with, and the opportunities made available to, SMEs pursuant to this Clause in accordance with Schedule 9 (Reports). The Infrastructure Provider shall be entitled to withhold specific details about the relevant SMEs to the extent this would place the Infrastructure Provider in breach of confidentiality obligations owed by the Infrastructure Provider to such SMEs.
- 24.3 Nothing in this Clause shall require the Infrastructure Provider to disrupt or not utilise contracted supply chain arrangements which are in place for the purposes of the Infrastructure Provider's wider business and which are in effect prior to, or which come into effect after, the Effective Date, provided that the Infrastructure Provider

can demonstrate to the reasonable satisfaction of the Authority that such supply chain arrangements are consistent with the SME objectives set out in this Clause.

25. SOCIAL, ECONOMIC AND ENVIRONMENT

- 25.1 The Infrastructure Provider shall perform its obligations under this Agreement so as to:
- 25.1.1 conserve energy and minimize carbon emissions;
 - 25.1.2 conserve materials such as wood, paper and other natural resources;
 - 25.1.3 minimise waste and maximise recycling while supporting circular economy outcomes through extending the useful life, reuse and reconditioning of devices;
 - 25.1.4 phase out the use of ozone depleting substances and minimize the release of greenhouse gases, volatile organic compounds, and other substances damaging to health and the environment;
 - 25.1.5 use all reasonable endeavours to minimise its use of packaging, reuse where practical and avoid the use of packaging which consumes a disproportionate amount of energy or resources during manufacture, use, or disposal, or which contains materials derived from threatened species or threatened environments; and
 - 25.1.6 maintain security of supply through appropriate supply chain management of risks, which are reasonably within the control of the Infrastructure Provider, and which may arise due to the availability of components, environmental, or social factors as relevant.
- 25.2 The Infrastructure Provider shall provide the Authority with a copy of its environmental policy on request, along with evidence of its compliance with the environmental policy.
- 25.3 The Infrastructure Provider shall maintain a standard of environmental protection, including, certification to ISO 14001/EMAS or equivalent standards, relevant to the delivery of the Project.
- 25.4 The Infrastructure Provider shall comply with the Waste and Electronic Equipment Directive (2012/19/EU), ensuring that all waste equipment which cannot be re-used is recycled minimising waste to landfill.
- 25.5 The Infrastructure Provider shall ensure that any steel used in the Infrastructure Works is CE labelled in accordance with the European Union's Construction Products Regulations (2013), or meets equivalent standards.
- 25.6 The Infrastructure Provider shall have in place appropriate standards for its organisation and its supply chain regarding legal, ethical and social issues. This shall include health and safety, waste disposal and recycling, security of employment rights and relevant labour standards, working conditions, equality, the use of conflict minerals within products, and corruption.
- 25.7 The Infrastructure Provider shall take all reasonable steps to ensure all components used in the Infrastructure Works are produced in accordance with all International Labour Organisation (ILO) conventions that have been ratified by the country of their origin, in particular in relation to labour standards, working conditions and the use of child labour.
- 25.8 The Infrastructure Provider shall throughout the Term -

- 25.8.1 Implement the Community Benefits Proposals forming paragraph 10 of Section 4.1 of Schedule 4;
 - 25.8.2 ensure fair employment practices for all persons employed in connection with the Infrastructure Works; and
 - 25.8.3 implement the Approach to Fair Work Proposals forming paragraph 11 of Section 4.1 of Schedule 4.
- 25.9 The Infrastructure Provider shall maintain a comprehensive labour standards system at all times and make management information available to the Authority every 12 months and on request.

PART 5 TERMINATION

26. INFRASTRUCTURE PROVIDER DEFAULT: REMEDIAL PLAN PROCESS

- 26.1 If the Infrastructure Provider commits a Default –
- 26.1.1 for which the Authority is not expressly permitted to terminate this Agreement; and
 - 26.1.2 in the Authority's reasonable opinion the Default is capable of remedy,
- the Authority may give notice to the Infrastructure Provider that the Remedial Plan Process shall apply (*Schedule 10*).

27. TERMINATION BY THE AUTHORITY

- 27.1 The Authority may terminate this Agreement without penalty by notice to the Infrastructure Provider specifying the date of termination, being the date of notice or later, where –
- 27.1.1 the Infrastructure Provider commits a Default which –
 - (a) in the reasonable opinion of the Authority is not capable of remedy; or
 - (b) is capable of being remedied but for which the Authority has elected under Paragraph 4 of Schedule 10 not to follow the Remedial Plan Process;
 - 27.1.2 planning applications in accordance with the Town & Country Planning (Scotland) Act 1997 have not been submitted within 6 months of the Effective Date for all the Initial Sites, but excluding any Initial Site to which the Town and Country Planning (General Permitted Development) (Scotland) Amendment Order 2017 applies and in respect of which the relevant planning authority has determined (or is deemed to have determined) within the 6 month period that planning consent is not required;
 - 27.1.3 Milestone 4 has not been Achieved for at least 50% of the Initial Sites within 12 months of the Effective Date;
 - 27.1.4 Milestone 4 has not been achieved for at least 50% of the Sites then included in the Project (taking account of any Sites that have been excluded under Clauses 7.2 or 10.6 or added under Clause 10 by 31 March 2020);
 - 27.1.5 a Mast Availability Default as defined in Clause 27.2 occurs;
 - 27.1.6 the Infrastructure Provider's ITT Response is found to have been materially false or misleading;
 - 27.1.7 an Insolvency Event occurs in respect of the Infrastructure Provider [and/or the Guarantor];
 - 27.1.8 the Infrastructure Provider breaches Clause 44.1 (*Assignment and Novation etc.*);
 - 27.1.9 any of the circumstances set out in set out in regulation 73 of the Public Contracts (Scotland) Regulations 2015 apply;

27.1.10 a right to terminate is provided in this Agreement, including without limitation in –

- (a) Clause 38 (Corrupt Gifts and Payments);
- (b) Clause 40 (Change of Control);
- (c) Schedule 11 (Remedial Plan Process).

27.2 “Mast Availability Default” means -

27.2.1 50% or more of the completed Sites are unavailable for a continuous period of 5 or more Working Days;

or

27.2.2 within any rolling 12 month period, 50% of completed Sites (completed as at the commencement of the 12 month period) are unavailable for continuous periods of at least 2 months each,

except to the extent directly attributable to a Relief Event. For the purpose of this definition a Site is completed if Milestone 5 has been Achieved, and “unavailable” means the Site is not providing 4G Service from at least one MNO.

27.3 The Authority may terminate this Agreement at any time subject to giving the Infrastructure Provider not less than 3 months prior notice. In that event Clause 29.1.2 shall apply.

28. TERMINATION FOR AUTHORITY DEFAULT

The Infrastructure Provider may terminate this Agreement if –

28.1 the Authority fails to pay a validly invoiced and undisputed Milestone Payment by the due date, by giving the Authority notice, accompanied by a copy of the invoice, threatening termination under this Clause if payment is not made within 60 days; and

28.2 the Authority fails to make payment within 60 days of the notice.

29. CONSEQUENCES OF TERMINATION

29.1 Following the service of notice terminating this Agreement by –

29.1.1 the Authority in accordance with Clause 27.1, the Infrastructure Provider shall, within 28 days of demand, repay to the Authority –

- (a) all Milestone Payments made by the Authority prior to the date of termination; and
- (b) reimbursement of any ERDF penalties in accordance with Clause 19;

29.1.2 the Authority in accordance with Clause 27.3, the Authority shall, within 28 days of determination of the amount due, pay to the Infrastructure Provider a compensation payment for each Site included in the Project which has not achieved Milestone 5 as at the date of receipt of the termination notice. The compensation payment for each Site shall be the amount, if any, that would have had been payable for that Site if the termination notice were a notice under Clause 10.6 excluding the Site from the Project; and

29.1.3 the Infrastructure Provider in accordance with Clause 28 -

- (a) subject to Clause 29.3, the Infrastructure Provider shall not be under an obligation to continue to perform its obligations under this Agreement;
- (b) save in respect of any contract damages claim successfully made by the Infrastructure Provider (subject to the provisions of this Agreement), the Authority shall make no termination or compensation payment of any kind;
- (c) the Parties shall consult with the European Commission and Programme Authority in its capacity as a competency centre to ensure that any public funding paid under this Agreement is not rendered unlawful State aid as a result of the early termination of this Agreement (which the Parties acknowledge for such purpose may include the application of certain ongoing requirements in respect of the Infrastructure following the early termination of this Agreement). Any respective rights and obligations of either Party agreed pursuant to such consultation shall be set out in a written document and executed by duly authorised Representatives of each Party.

29.2 Upon termination or expiry of this Agreement -

29.2.1 the Infrastructure Provider shall cease to use any Authority IPR and Disclosed Data, except insofar as required to complete the Infrastructure Works where the Authority terminates this Agreement under Clause 27.3 and, at the direction of the Authority shall -

- (a) provide to the Authority a complete and uncorrupted version of the relevant Authority IPR and Disclosed Data in electronic form in a format and on media as reasonably requested by the Authority;
- (b) provide to the Authority the results of all MSVs for the Sites; and
- (c) on the earlier of the receipt of the Authority's written instructions or the date of expiry or termination, destroy (subject to any constraints of Law) all copies of the relevant Authority IPR and Disclosed Data remaining in its possession or control.

29.3 Save as otherwise expressly provided in this Agreement -

29.3.1 termination of this Agreement shall be without prejudice to any accrued rights and obligations under this Agreement as at the date of termination; and

29.3.2 termination of this Agreement shall not affect the continuing rights and obligations of the Infrastructure Provider and/or the Authority under Clauses:

- (a) 4 (*Disclosed Data*);
- (b) 12.3 to 12.7 (*Safety*);
- (c) 17 (*Interest*);
- (d) 18 (*State Aid*);
- (e) 19 (*ERDF Penalties*);

- (f) 20.2 (*Excess Grant Repayment*);
- (g) 21 (*Audit*);
- (h) 22 (*Reports and Records*);
- (i) 29 (*Consequences of Termination*);
- (j) 30 (*Intellectual Property Rights*);
- (k) 31 (*Licence Granted by Infrastructure Provider*);
- (l) 33 (*Third Party IPR Liability*);
- (m) 34 (*Data Protection*);
- (n) 36 (*Freedom of Information*);
- (o) 37 (*Confidentiality*);
- (p) 38 (*Corrupt Gifts and Payments*);
- (q) 42 (*Limitations on Liability*);
- (r) 48 (*Handling of Indemnified Claims*);
- (s) 49 (*Disputes*);
- (t) 54 (*Notices*); and
- (u) 56 (*Governing Law and Jurisdiction*),

or under any other provision of this Agreement which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

29.3.3 Where the Authority terminates this Agreement under Clause 27.3, the following Clauses shall be included in the list of Clauses in Clause 29.3.2 –

- (a) 5 (*Representatives, Oversight Group, Independent Tester & Cooperation*);
- (b) 15 (*Provision of 4G Service and Open Access*); and
- (c) the remaining provisions of Clause 20 (*Clawback*).

PART 6 INTELLECTUAL PROPERTY, DATA PROTECTION ETC

30. INTELLECTUAL PROPERTY RIGHTS

- 30.1 Save as expressly set out in in this Agreement, a Party shall not by virtue of this Agreement acquire any right, title or interest in or to the IPR of the other Party or that other Party's licensors.
- 30.2 Where either Party (and in the case of the Infrastructure Provider, any Infrastructure Provider Party) acquires, by operation of Law, title to IPR that is inconsistent with Clause 30.1, that Party shall, as soon as reasonably practicable, assign (or procure that as soon as reasonably practicable any Infrastructure Provider Party, assigns) in writing such IPR as that Party has acquired to the other Party (or, at the direction of the other Party, to such other person as the other Party may nominate from time to time) and execute and deliver all such other documents as may be necessary to perfect such title and enable the relevant Party to enjoy the full benefits of ownership of the relevant IPR.

31. LICENCE GRANTED BY THE INFRASTRUCTURE PROVIDER

- 31.1 The Infrastructure Provider shall make available to the Authority and any Authority party free of charge (and hereby irrevocably licences the Authority to use) all Project Data that might reasonably be required by the Authority and the Infrastructure Provider shall ensure that it can make the Project Data available to the Authority on these terms, for such purposes as the Authority at its sole discretion and at any time (whether during or after the Term) may require, and in this Clause "use" shall include the acts of copying, modifying, adapting and translating the material in question and/or incorporating them with other materials and the term "the right to use" shall be construed accordingly.
- 31.2 In addition to its obligations under Clause 31.1, for the duration of the Term (and to the extent necessary to enable exercise and performance of rights, obligations and duties under or in relation to this Agreement which continue in effect after the Term) the Infrastructure Provider grants to the Authority a royalty free, non-exclusive, non-transferable licence to copy or otherwise use (including the right to distribute to and permit its agents, consultants, professional advisers, other Crown Bodies and each Local Body to copy or otherwise use the Infrastructure Provider IPR contained in any information, document, specification, drawing, plan or other material supplied or otherwise made available to the Authority by the Infrastructure Provider or any Infrastructure Provider Party, to the extent necessary for the purpose of -

31.2.1 the Authority performing its responsibilities –

- (a) under this Agreement; and/or
- (b) in connection with the Authority's "Realising Scotland's Full Potential in a Digital World – A Digital Strategy for Scotland" or any successor publication.

31.2.2 the exercise of the Authority's obligations or duties in relation to this Agreement.

32. LICENCE GRANTED BY THE AUTHORITY

- 32.1 Subject to Clause 37, the Authority grants to the Infrastructure Provider a royalty-free, non-exclusive, non-transferable licence to copy, distribute or otherwise use (and for the Infrastructure Provider to permit any Infrastructure Provider Party to copy, distribute or otherwise use) (i) the Authority IPR contained in any information,

document, specification, drawing, plan or other material supplied or made available by the Authority to the Infrastructure Provider; and (ii) the Disclosed Data, solely to the extent necessary for the performance of the Infrastructure Provider's obligations under this Agreement.

- 32.2 Upon the termination or expiry of this Agreement, the licence referred to in Clause 32.1 shall terminate automatically and the Infrastructure Provider shall deliver to the Authority all Authority IPR and Disclosed Data in accordance with Clause 29.2. If upon the expiry of this Agreement the Infrastructure Provider reasonably considers that it requires an ongoing licence to use any Authority IPR and/or Disclosed Data then the grant of any such ongoing licence shall be at the sole discretion of the Authority and shall be subject to the Authority's written agreement to commercially acceptable ongoing licence terms.

33. THIRD PARTY IPR LIABILITY

- 33.1 Each Party shall procure that the performance of its responsibilities under this Agreement shall not infringe or cause the infringement of any IPR of any third party.
- 33.2 The Infrastructure Provider shall indemnify the Authority against all third party Claims, demands, actions, costs (including legal fees and royalties), expenses, Losses or damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) arising due to the use by the Authority of Infrastructure Provider IPR in accordance with the provisions of this Agreement.

34. DATA PROTECTION

- 34.1 The Parties acknowledge that Personal Data described in the scope of Schedule 11 (*Data Protection*) will be Processed in connection with this Agreement.
- 34.2 Both Parties agree in writing to negotiate in good faith any such amendments to this Agreement that may be required to ensure that both Parties meet all their obligations under Data Protection Laws. The provisions of this Clause are without prejudice to any obligations and duties imposed directly on the Infrastructure Provider under Data Protection Laws and the Infrastructure Provider agrees to comply with those obligations and duties.
- 34.3 The Infrastructure Provider will, in conjunction with the Authority and in its own right and in respect of the performance of its obligations under this Agreement, comply with all Data Protection Laws.
- 34.4 The Infrastructure Provider will provide the Authority with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under the Data Protection Laws.
- 34.5 If at any time during the Term the Infrastructure Provider acts as the Data Processor for the purposes of any Processing, the Infrastructure Provider shall comply with the following provisions -
- 34.5.1 The Infrastructure Provider shall process Personal Data only as necessary in accordance with obligations under the Agreement and any written instructions given by the Authority (which may be specific or of a general nature), including with regard to transfers of Personal Data outside the European Economic Area unless required to do so by European Union or Member state law or Regulatory Body to which the Infrastructure Provider is subject; in which case the Infrastructure Provider must inform the Authority of that legal requirement before processing unless prohibited by that law the Personal Data only to the extent, and in

such manner as is necessary for the performance of the Infrastructure Provider's obligations under this Agreement or as is required by the Law.

- 34.5.2 The Infrastructure Provider shall subject to Clause 34.5.1 only process or otherwise transfer any Personal Data in or to any country outside the European Economic Area with the Authority's prior written consent.
- 34.5.3 The Infrastructure Provider shall take all reasonable steps to ensure the reliability and integrity of any Infrastructure Provider Personnel who have access to the Personal Data and ensure that the Infrastructure Provider Personnel -
- (a) are aware of and comply with the Infrastructure Provider's duties under this Clause;
 - (b) are subject to appropriate confidentiality undertakings with the Infrastructure Provider or the relevant sub-contractor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Agreement; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 34.5.4 The Infrastructure Provider shall implement appropriate technical and organisational measures and in accordance with Article 32 of the GDPR to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, such measures being appropriate to the harm which might result from any unauthorised or unlawful Processing accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.
- 34.5.5 The Infrastructure Provider shall not engage a sub-contractor to carry out Processing in connection with this Agreement without prior specific or general written authorisation from the Authority. In the case of general written authorisation, the Infrastructure Provider must inform the Authority of any intended changes concerning the addition or replacement of any other sub-contractor and give the Authority an opportunity to object to such changes.
- 34.5.6 If the Infrastructure Provider engages a sub-contractor for carrying out Processing activities on behalf of the Authority, the Infrastructure Provider must ensure that same data protection obligations as set out in this Agreement are imposed on the sub-contractor by way of a written and legally binding contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Infrastructure Provider shall remain fully liable to the Authority for the performance of the sub-contractor's performance of the obligations.
- 34.5.7 The Infrastructure Provider must provide to the Authority reasonable assistance including by such technical and organisational measures as may be appropriate in complying with Articles 12-23 of the GDPR, including any subject access request and/or responding to any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner in respect of the Data as soon as is possible but in any event within 3 business days of receipt of the request or any other period as agreed in writing with the Data Controller from time to time.

- 34.5.8 Taking into account the nature of the Processing and the information available, the Infrastructure Provider must assist the Authority in complying with the Authority's obligations concerning the security of personal data, reporting requirements for data breaches, data protection impact assessments and prior consultations in accordance with Articles 32 to 36 of the GDPR. These obligations include -
- (a) ensuring an appropriate level of protection through technical and organisational measures that take into account the circumstances and purposes of the processing as well as the projected probability and severity of a possible infringement of the law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.
 - (b) notifying a Personal Data breach to the Authority without undue delay and in any event no later than 24 hours after becoming aware of a Personal Data breach;
 - (c) assisting the Authority with communication of a personal data breach to a Data Subject;
 - (d) supporting the Authority with preparation of a data protection impact assessment;
 - (e) supporting the Authority with regard to prior consultation of the Supervisory Authority.
- 34.5.9 At the end of the Term relating to processing the Infrastructure Provider the Infrastructure Provider must, on written instruction of the Authority, delete or return to the Authority all Personal Data and delete existing copies unless EU or Member State law requires storage of the Personal Data.
- 34.5.10 The Infrastructure Provider must -
- (a) provide such information as is necessary to enable the Authority to satisfy itself of the Infrastructure Provider's compliance with this Clause 34;
 - (b) allow the Authority, its employees, auditors, authorised agents or advisers reasonable access to any relevant premises, during normal business hours, to inspect the procedures, measures and records referred to in this Clause 34 and contribute as is reasonable to those audits and inspections;
 - (c) inform the Authority if in its opinion an instruction from the Authority infringes any obligation under Data Protection Laws.
- 34.5.11 The Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under Clause 34.5.10 with minimum disruption to the Infrastructure Provider's day to day business.
- 34.5.12 The Infrastructure Provider must maintain written records including in electronic form, of all Processing activities carried out in performance of the Services or otherwise on behalf of the Authority containing the information set out in Article 30(2) of the GDPR.

- 34.5.13 If requested, the Infrastructure Provider must make such records referred to in Clause 34.5.12 available to the Supervisory Authority on request and co-operate with the Supervisory Authority in the performance of its tasks.
- 34.5.14 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Authority publishes an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Infrastructure Provider should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of payment) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

35. DATA SECURITY

- 35.1 Throughout the Term the Infrastructure Provider must maintain Cyber Essentials Plus certification, or equivalent standard, and provide evidence of this to the Authority when requested.
- 35.2 If the Infrastructure Provider does not have Cyber Essentials Plus Certification, or equivalent standard, at the Effective Date, it shall (at its own cost) use all reasonable endeavours to obtain Cyber Essentials Plus Certification or equivalent standard, within 6 months of the Effective Date, failing which the Authority may by notice terminate this Agreement without penalty.

36. FREEDOM OF INFORMATION

- 36.1 The Infrastructure Provider acknowledges that the Authority is subject to the requirements of the FOISA and the Environmental Information Regulations and shall assist and cooperate with the Authority to the extent reasonably necessary to enable the Authority to comply with its Information disclosure obligations.
- 36.2 The Infrastructure Provider shall, and shall procure that any Infrastructure Provider Party shall -
 - 36.2.1 transfer to the Authority any Request for Information that it receives as soon as practicable and in any event within 3 Working Days of receiving a Request for Information;
 - 36.2.2 provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request; and
 - 36.2.3 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOISA or regulation 5 of the Environmental Information Regulations.
- 36.3 The Authority -
 - 36.3.1 shall consult with the Infrastructure Provider to inform its decisions regarding any exemptions as they may relate to any Commercially Sensitive Information; and
 - 36.3.2 may consult with the Infrastructure Provider to inform its decisions regarding any other exemptions,

but the Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOISA or the Environmental Information Regulations.

36.4 In no event shall the Infrastructure Provider respond directly to a Request for Information unless expressly authorised to do so by the Authority in writing.

36.5 The Infrastructure Provider shall ensure that all Information is retained for disclosure in accordance with this Clause 36.

37. CONFIDENTIALITY

37.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall -

37.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

37.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

37.2 This Clause shall not apply to the extent that -

37.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOISA or the Environmental Information Regulations pursuant to Clause 36;

37.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

37.2.3 such information was obtained from a third party without obligation of confidentiality;

37.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

37.2.5 it is independently developed without access to the other Party's Confidential Information.

37.3 Notwithstanding any other term of this Agreement, the Infrastructure Provider gives its consent for the Authority to publish to the general public this Agreement, any contract changes and the reports provided by the Infrastructure Provider to the Authority under this Agreement in their entirety but with any information which is exempt from disclosure in accordance with the provisions of the FOISA redacted. The Infrastructure Provider shall assist and cooperate with the Authority to enable the Authority to publish the foregoing. For the purpose of this Clause the Authority shall consult with the Infrastructure Provider to inform its decision regarding any FOISA exemptions relating to the Commercially Sensitive Information in the above documents but the Authority shall have the final decision in its absolute discretion.

37.4 The Infrastructure Provider may only disclose the Authority Confidential Information to Infrastructure Provider Parties who are directly involved in the performance of this Agreement and who need to know the information for such purpose.

37.5 The Infrastructure Provider shall ensure that Authority Confidential Information is used only for the purposes of this Agreement.

- 37.6 Nothing in this Agreement shall prevent the Authority from disclosing the Infrastructure Provider Confidential Information -
- 37.6.1 to the Scottish or UK parliaments, the Scottish Ministers, the European Commission, Ofcom, a Local Body, Audit Scotland or any other department, office or agency of Her Majesty's Government in Scotland or the United Kingdom;
 - 37.6.2 to any Crown Body and/or Regulatory Body where such disclosure is in connection with this Agreement. All such Crown Bodies and Regulatory Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies and Regulatory Bodies where such disclosure is in connection with this Agreement on the basis that the information is confidential and is not to be disclosed to any other third party;
 - 37.6.3 to any consultant, contractor or other person engaged by the Authority in relation to this Agreement;
 - 37.6.4 for the purpose of the examination and certification of the Authority's accounts; or
 - 37.6.5 for any examination pursuant to Section 6(1) of the National Audit Act 1983 and/or Section 23 of the Public Finance and Accountability (Scotland) Act 2000 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 37.7 The Authority shall ensure that any body or individual to whom the Infrastructure Provider Confidential Information is disclosed pursuant to Clause 37.6 is made aware of the Authority's obligations of confidentiality (including the commitment set out in Clause 36.3 to consult in respect of disclosure of Commercially Sensitive Information) under this Agreement and the Authority shall -
- 37.7.1 in respect of disclosure to any body or individual that is part of the Crown, any Regulatory Body and/or any Local Body, use reasonable endeavours to ensure that any such body or individual to whom such disclosure is made complies with similar obligations of confidentiality;
 - 37.7.2 in respect of disclosure to any other body or individual, ensure that any such body or individual to whom such disclosure is made complies with similar obligations of confidentiality.
- 37.8 Nothing in this Clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.
- 37.9 The Parties acknowledge that a material Default of this Clause may cause irreparable harm to the disclosing Party, for which monetary damages would be inadequate.

PART 7 MISCELLANEOUS

38. CORRUPT GIFTS AND PAYMENTS

38.1 "Prohibited Act" means:

38.1.1 offering, giving or agreeing to give to the Authority or any other public body or to any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward

(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other agreement with the Authority or any other public body; or

(ii) for showing or not showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Authority or any other public body;

38.1.2 entering into this Agreement or any other agreement with the Authority or any other public body in connection with which commission has been paid or has been agreed to be paid by The Infrastructure Provider or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment of such commission have been disclosed in writing to the Authority;

38.1.3 committing any offence -

(i) under the Bribery Act 2010;

(ii) under the Modern Slavery Act 2015;

(iii) under the Official Secrets Acts 1911 to 1989;

(iv) under any Law creating offences in respect of fraudulent acts; or

(v) at common law, in respect of fraudulent acts in relation to this Agreement or any other agreement with the Authority or any other public body;

38.1.4 defrauding or attempting to defraud or conspiring to defraud the Authority or any other public body;

38.1.5 committing any breach of the Employment Relations 1999 Act (Blacklists Regulations) 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992; or

38.1.6 committing any breach of the Data Protection Act 1998 or GDPR by unlawfully processing Personal Data in connection with any blacklisting activities.

38.2 The Infrastructure Provider warrants that in entering into this Agreement it has not committed any Prohibited Act.

38.3 If the Infrastructure Provider or any Infrastructure Provider Party (or anyone employed by or acting on behalf of them) commits any Prohibited Act, the Authority shall be entitled to act in accordance with Clauses 38.3.1 to 38.3.5 below -

- 38.3.1 if a Prohibited Act is committed by the Infrastructure Provider or by an employee not acting independently of the Infrastructure Provider, the Authority may terminate this Agreement with immediate effect in accordance with Clause 27.1;
 - 38.3.2 if the Prohibited Act is committed by an employee of the Infrastructure Provider acting independently of the Infrastructure Provider, the Authority may terminate this Agreement in accordance with Clause 27.1 unless within 10 Working Days of receipt of such notice the Infrastructure Provider terminates the employee's employment and (if necessary) procures the performance of the relevant part of the Infrastructure Works by another person;
 - 38.3.3 if the Prohibited Act is committed by an Infrastructure Party or by an employee of that Infrastructure Party not acting independently of that Infrastructure Party the Authority may terminate this Agreement in accordance with Clause 27.1, unless within 10 Working Days of receipt of such notice the Infrastructure Provider terminates the relevant Sub-Contract and procures the performance of the relevant part of the Infrastructure Works by another person;
 - 38.3.4 if the Prohibited Act is committed by an employee of an Infrastructure Provider Party acting independently of that Infrastructure Party, the Authority may terminate this Agreement in accordance with Clause 27.1, unless within 10 Working Days of receipt of such notice the Infrastructure Provider procures the termination of the employee's employment and (if necessary) procures the performance of the relevant part of the Infrastructure Works by another person;
 - 38.3.5 if the Prohibited Act is committed by any other person not specified in Clauses 38.3.1 to 38.3.4 above, the Authority may terminate this Agreement in accordance with Clause 27.1 unless within 10 Working Days the Infrastructure Provider procures the termination of such person's employment and of the appointment of their employer (where the employer is not the Authority and where such person is not employed by the Infrastructure Provider or the Infrastructure Party) and (if necessary) procures the performance of the relevant part of the Infrastructure Works by another person.
- 38.4 Without prejudice to its other rights or remedies under this Agreement, the Authority shall be entitled to recover from the Infrastructure Provider -
- 38.4.1 the amount or value of any such gift, consideration or commission; and
 - 38.4.2 any other Loss sustained in consequence of any breach of this Clause.
- 38.5 Nothing contained in this Clause shall prevent the Infrastructure Provider from paying any proper commission or bonus to its employees within the agreed terms of their employment.
- 38.6 The Infrastructure Provider shall notify the Authority of the occurrence (and details) of any Prohibited Act promptly on the Infrastructure Provider becoming aware of its occurrence.
- 38.7 Where the Infrastructure Provider is required to replace any Subcontractor pursuant to this Clause, the provisions of Clause 23 shall apply.

39. CONFLICTS OF INTEREST

- 39.1 The Infrastructure Provider shall as soon as practicable disclose to the Authority any actual or potential conflict of interest between (i) the interests of the Infrastructure Provider and/or the Infrastructure Provider Personnel; and (ii) the duties owed to the Authority under this Agreement of which it becomes aware.
- 39.2 The Infrastructure Provider shall at its cost give effect to such measures as may reasonably be required by the Authority for ending or avoiding any such actual or potential conflict of interest, or alleviating its effect, as soon as reasonably practicable.

40. CHANGE OF CONTROL

- 40.1 The Infrastructure Provider shall notify the Authority within 14 days of -
- 40.1.1 the Infrastructure Provider becoming aware of a significant likelihood that a change of Control of the Infrastructure Provider will take place within the next 3 months (save in the case where the Infrastructure Provider is prohibited by Law from providing any such prior notice); and
 - 40.1.2 any actual change of Control of the Infrastructure Provider taking place.
- 40.2 Subject to Clauses 40.3 and 40.4, the Authority shall be entitled to terminate this Agreement in accordance with Clause 27.1 where there is a change of Control to which the Authority objects, except where the Authority has given its prior written consent to the particular change of Control (such consent not to be unreasonably withheld or delayed), which subsequently takes place as proposed.
- 40.3 The non exhaustive grounds upon which the Authority may object to a change of Control are -
- 40.3.1 it would mean the Authority would contract with an entity which -
 - (a) the Authority would not have contracted with at the Effective Date (for example, where the entity would not have met the ESPD requirements included in the ITT evaluation criteria);
 - (b) has materially failed to deliver services to the Authority to the standards required in any contract with the Authority or any other local authority; and/or
 - (c) takes a stance on matters relating to corporate social responsibility (including environmental sustainability) which is inconsistent with the policies of the UK government; and/or
 - 40.3.2 the change of Control might or would adversely affect or prejudice -
 - (a) national security or the level of threat of criminal activity; and/or
 - (b) the operations, reputation or good standing of the Authority.
- 40.4 The Authority's right to terminate this Agreement under Clause 40.2 shall expire if not exercised within 6 months of the date of notice to the Authority by the Infrastructure Provider pursuant to Clause 40.2.

41. WARRANTIES

- 41.1 Each Party warrants, represents and undertakes that -
- 41.1.1 it has full capacity and authority to enter into and to perform this Agreement;
 - 41.1.2 this Agreement is executed by a duly authorised representative of that Party;
 - 41.1.3 as at the Effective Date there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this Agreement; and
 - 41.1.4 once duly executed this Agreement will constitute its legal, valid and binding obligations.
- 41.2 The Infrastructure Provider warrants, represents and undertakes for the duration of the Term that -
- 41.2.1 it shall discharge its obligations under this Agreement with all due skill, care and diligence including in accordance with Good Industry Practice;
 - 41.2.2 it owns or licences and will continue to own or licence all IPR (excluding Authority IPR) necessary to perform the Infrastructure Provider's obligations under this Agreement;
 - 41.2.3 as at the Effective Date all statements and representations (subject to any relevant caveats and assumptions provided by the Infrastructure Provider in writing at the time) in the Infrastructure Provider ITT Response are to the best of its knowledge, information and belief, complete, true and accurate and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be materially false or misleading;
 - 41.2.4 all Infrastructure Provider Personnel have been vetted and recruited on a basis of proper and adequate staff vetting procedures; and
 - 41.2.5 it shall at all times comply with all applicable Law in carrying out its obligations under this Agreement.
- 41.3 Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

42. LIMITATIONS ON LIABILITY

- 42.1 Neither Party limits its liability for -
- 42.1.1 death or personal injury caused by its negligence, or that of its employees, agents or subcontractors (as applicable);
 - 42.1.2 fraud or fraudulent misrepresentation by it or its employees;
 - 42.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 42.1.4 any other matter for which it would be unlawful for either Party to exclude or limit or attempt to exclude or limit its liability.

- 42.2 Subject to Clause 42.1, the Infrastructure Provider's total aggregate liability in respect of all Claims, Losses or damages, whether arising from delict (including negligence), breach of contract or otherwise pursuant to this Agreement shall in no event exceed £30m.
- 42.3 Subject to Clause 42.1, the Authority's total aggregate liability, in addition to its obligation to pay the Milestone Payments as and when they fall due for payment, in respect of all payments, Claims, losses or damages, whether arising from delict (including negligence), breach of contract or otherwise pursuant to this Agreement shall in no event exceed £1m.
- 42.4 Subject to Clauses 42.1 and 42.5, neither Party will be liable to the other Party for -
- 42.4.1 any indirect, special or consequential Loss or damage; or
 - 42.4.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).
- 42.5 Subject to Clause 42.2, the Authority may, amongst other things, recover as a direct loss -
- 42.5.1 any additional operational and/or administrative costs and expenses arising from the Infrastructure Provider's Default; and
 - 42.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Authority arising from the Infrastructure Provider's Default.
- 42.6 The Parties expressly agree that if any limitation or provision contained or expressly referred to in this Clause 42 is held to be invalid under any Law, it will be deemed omitted to that extent, and if any party becomes liable for Loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause 42.
- 42.7 Nothing in this Clause 42 shall act to reduce or affect a Party's general duty to mitigate its Loss.

43. INSURANCE

- 43.1 The Infrastructure Provider shall maintain the Required Insurance in full force and effect at all times from the Effective Date until the Termination Date.
- 43.2 The Required Insurance shall be maintained on terms that are as favourable to those generally available to a prudent contractor in respect of risks insured in the international insurance market.
- 43.3 The Required Insurance shall be maintained with an independently regulated insurance company of good financial standing properly licensed to underwrite the Required Insurance.
- 43.4 The Infrastructure Provider shall procure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any Required Insurance or related cover, or to treat any Required Insurance, related cover or claim as avoided in whole or part. The Infrastructure Provider shall use reasonable endeavours to notify the Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any Required Insurance, or any cover or claim under any Required Insurance in whole or in part.

- 43.5 The Authority may purchase (if possible) any of the Required Insurance which the Infrastructure Provider has failed to maintain in full force and effect in accordance with the requirements of this Agreement. The Authority may recover the premium and other costs incurred in doing so as a debt due from the Infrastructure Provider.
- 43.6 The Infrastructure Provider shall as soon as reasonably practicable but no later than 10 Working Days, following the date of the Authority's request, provide the Authority with a certificate of insurance containing all relevant information of its insurance cover to verify its compliance with this Clause 43.

44. ASSIGNATION AND NOVATION ETC.

- 44.1 The Infrastructure Provider shall not assign, novate or otherwise dispose of or create any trust in relation to -
- 44.1.1 any or all of its rights and obligations under this Agreement;
 - 44.1.2 any of the Sites; or
 - 44.1.3 the Infrastructure (or part of the Infrastructure, save that this shall not preclude replacement of Infrastructure sub-components as part of Infrastructure maintenance),

without the prior written consent of the Authority (which in respect of a proposed assignation, novation or disposal to an Affiliate only, shall not be unreasonably withheld or delayed). In circumstances where the Authority gives its prior written consent it may stipulate certain conditions of such consent (such as reasonable requirements for sharing of profits or the provision of a guarantee (in a form satisfactory to the Authority) from the parent company of the assignee or novatee).

- 44.2 The Infrastructure Provider shall be entitled to disclose Confidential Information to any person to whom it assigns, novates or otherwise disposes of the rights and obligations under this Agreement in accordance with this Clause 44, subject to the Infrastructure Provider ensuring that such person complies with the provisions of Clause 37 in respect of that information.
- 44.3 A change in the legal status of the Authority shall not affect the validity of this Agreement and it shall be binding on any successor body to the Authority.

45. WAIVER AND CUMULATIVE REMEDIES

- 45.1 The rights and remedies provided by this Agreement may be waived only in writing by the relevant Representative in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.
- 45.2 Unless a right or remedy of a Party is expressed to be an exclusive right or remedy, the exercise of it by that Party is without prejudice to that Party's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.
- 45.3 The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedy provided at law or in equity or otherwise under this Agreement.

46. RELATIONSHIP OF THE PARTIES

Nothing in this 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.

47. PUBLICITY AND BRANDING

47.1 The Authority shall be entitled to publicise this Agreement without the Infrastructure Provider's consent.

47.2 Throughout the Term the Infrastructure Provider shall, for each Site, comply with the European Structural Funds publicity requirements as advised from time to time by the Authority. This includes (but is not limited to) the display of at least one readily visible plaque at each Site, electronic photographs of which will be provided to the Authority when requested.

47.3 The Infrastructure Provider shall not -

47.3.1 publicise this Agreement; or

47.3.2 use the Authority's name in any promotion or marketing or announcement of orders,

without the prior written consent of the Authority.

47.4 The Infrastructure Provider shall notify the Authority as soon as reasonably practical and in advance of any meetings planned to be held or attended by the Infrastructure Provider concerning the Infrastructure Works with local communities and other local authorities and the Authority shall be entitled to send a representative to the meeting or request feedback from the Infrastructure Provider at the Authority's discretion.

48. HANDLING OF INDEMNIFIED CLAIMS

48.1 Each Party shall promptly notify the other in writing of any Indemnified Claim of which it becomes aware.

48.2 In respect of each Indemnified Claim, subject to Clause 48.3 the Indemnifying Party shall be entitled to defend the Indemnified Claim (acting diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute) provided that (i) the Indemnifying Party consults with the Indemnified Party and keeps the Indemnified Party fully informed with respect to the Indemnified Claim; (ii) the Indemnifying Party shall not settle, admit fault or compromise the Indemnified Claim without the Indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed); and (iii) the Indemnified Party shall (at the Indemnifying Party's cost) provide such reasonable assistance as required by the Indemnifying Party.

48.3 Where the Infrastructure Provider is the Indemnifying Party, the Authority may elect (following reasonable consultation with the Infrastructure Provider) to defend the Indemnified Claim itself (acting diligently and using competent counsel) with the Infrastructure Provider (at the Infrastructure Provider's own cost) providing such reasonable assistance as required by the Authority if the Authority considers that sole control of the Indemnified Claim by the Infrastructure Provider may place at risk or adversely affect (i) national security or the threat of criminal activity; and/or (ii) the operations, reputation or good standing of the Authority.

48.4 The Indemnified Party shall not settle, admit fault or compromise any Indemnified Claim without the Indemnifying Party's prior written consent (such consent not to be unreasonably withheld or delayed).

48.5 If an Indemnified Claim is made or the Indemnifying Party anticipates that an Indemnified Claim might be made, the Indemnifying Party may, at its own expense and reasonable discretion, procure the necessary rights or otherwise replace or modify the items or activities concerned to enable the Indemnified Party the right to continue using the relevant item or to otherwise properly permit the continuance of the activity which is the subject of the Indemnified Claim, provided that in each instance -

48.5.1 the performance and/or quality of the replacement item or activity concerned shall be at least equivalent to the performance and/or quality of the original item or activity;

48.5.2 any such action by the Indemnifying Party does not have an adverse effect on the performance of this Agreement or the Indemnified Party;

48.5.3 there is no additional cost to the Indemnified Party; and

48.5.4 the terms of this Agreement shall continue to apply to the items and activities concerned.

49. DISPUTES

All Disputes shall be resolved in accordance with the Dispute Resolution Procedure set out in Schedule 8 (*Dispute Resolution Procedure*).

50. SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions.

51. FURTHER ASSURANCES

Each Party shall, at the request of the other, at its own cost, to do all acts and execute all documents which may be necessary to give effect to the meaning of this Agreement.

52. ENTIRE AGREEMENT

52.1 This Agreement, together with the documents referred to in it (save for the ITT and Infrastructure Provider ITT Response which are only applicable in the context and to the extent of the specific express references within this Agreement) and/or attached to it, constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

52.2 Each Party acknowledges and agrees that in entering into this Agreement and the documents referred to in it and/or attached to it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out or referred to in this Agreement.

52.3 Nothing in this Clause shall exclude any liability for fraud.

53. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be deemed to grant any rights or benefits to any person other than the Parties, or entitle any third party to enforce any term or condition of this Agreement.

54. NOTICES

54.1 Any notices given under or in relation to this Agreement shall be in writing, signed by or on behalf of the Party giving it and shall be served by delivering it personally or by sending it by pre-paid first class post, recorded delivery or registered post or email to the Authority Representative or the Infrastructure Provider Representative as the case may be, the details of whom as at the Effective Date are as follows:

Authority Representative	Infrastructure Provider Representative
<div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> Scottish Government Atlantic Quay 150 Broomielaw Glasgow G2 8LU <div style="background-color: black; width: 100%; height: 20px; margin-top: 5px;"></div>	WHP Telecoms Ltd Faraday Court 401 Faraday Street Birchwood Park Warrington WA3 6GA <div style="background-color: black; width: 100%; height: 20px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 20px; margin-top: 10px;"></div>

54.2 A notice shall be deemed to have been received -

- 54.2.1 if delivered personally, at the time of delivery;
- 54.2.2 in the case of pre-paid first class post, recorded delivery or registered post, three (3) Working Days from the date of posting; and
- 54.2.3 in the case of email, at the time that the email enters the Information System of the intended recipient provided that no error message indicating failure to deliver has been received by the sender and provided further that within 24 hours of transmission a hard copy of the email signed by or on behalf of the person giving it is delivered by hand or sent by facsimile, pre-paid first class post, recorded delivery or registered post to the intended recipient.

54.3 In proving service, it shall be sufficient to prove that the envelope containing the notice was addressed to the relevant Party at its address previously notified for the receipt of notices (or as otherwise notified by that Party) and delivered either to that address or into the custody of the postal authorities as pre-paid first class post, recorded delivery, registered post or airmail letter, or that the notice was transmitted by fax to the fax number of the relevant Party at its fax number previously notified for the receipt of notices (or as otherwise notified by that Party).

55. COUNTERPARTS AND EXECUTION

55.1 This Grant Agreement may be entered into in any number of counterparts and by the parties on separate counterparts.

55.2 Where executed in counterparts:

- 55.2.1 this Grant Agreement will not take effect until each of the counterparts has been delivered;
- 55.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and

55.2.3 the date of delivery may be inserted on the first page of this Grant Agreement.

55.3 If this Grant Agreement is not executed in counterparts, this Grant Agreement shall be delivered on the date inserted on the front page of this Grant Agreement or, if no such date is inserted, the date on which the last party signed this Grant Agreement.

56. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with Scots law and without prejudice to the Dispute Resolution Procedure each Party agrees to submit to the exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF these presents on this and the preceding 37 pages together with the Schedules annexed and signed as relative hereto are executed as follows:

SUBSCRIBED for and on behalf of the Scottish Ministers at _____ in _____ the presence of a witness on _____ by:

Authorised Signatory _____

Full Name of Authorised Signatory _____

Witness Signature _____

Full Name of Witness _____

Address of Witness _____

SUBSCRIBED for and on behalf of WHP Telecoms Ltd at _____ in the presence of a witness on _____ by:

Director/Authorised Signatory _____

Full Name of Director/Authorised Signatory _____

Witness Signature _____

Full Name of Witness _____

Address of Witness _____

SCHEDULE 1 – DEFINITIONS & INTERPRETATION

1 DEFINITIONS

4G Service		the provision of a 4G LTE(A) service to meet the Authority Technical Requirements;
Achieve		in relation to a Milestone, the Supporting Evidence of Achievement of the Milestone specified in Schedule 5 Appendix 1 has been submitted to the Authority and " Achieved " and " Achievement " shall be construed accordingly;
Additional Sites		additional Sites included in the Project in accordance with the Change Procedure;
Affiliate		in relation to any person, any Holding Company or Subsidiary of that person or any Subsidiary of such Holding Company;
Authority Information	Confidential	all Personal Data and any information provided by or at the direction of the Authority (or its employees, agents, consultants and contractors) to the Infrastructure Provider and/or its Subcontractors in relation to this Agreement, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Infrastructure Providers of the Authority, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
Authority IPR		any IPR (excluding the Infrastructure Provider IPR) owned by, or licensed to, the Authority in connection with this Agreement;
Authority Party		all employees, agents, consultants and contractors of the Authority and/or of any subcontractor employed or engaged by the Authority from time to time;
Authority Representative		the Authority Representative specified in Clause 54.1 and in substitution any replacement made by the Authority under Clause 5.2;
Authority Requirements	Technical	the Authority's requirements for the Infrastructure Works set out in Schedule 2.2 (Authority Requirements) as amended from time to time in accordance with this Agreement;
Backhaul		the part of the telecommunications network which constitutes the intermediate link between the backbone network and the access network and carries data to and from the global network;
Bribery Act		the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
Change Procedure		the procedure set out in Schedule 6;

Claim		any action, claim, demand or proceedings;
Code Powers		the code powers granted by Ofcom under the electronic communications code contained in Schedule 3A of the Communications Act 2003 (as amended) and as amended under the Digital Economy Act 2017;
Codes		<p>(a) all of the codes and standards listed in the Authority Technical Requirements and/or the Infrastructure Provider Solution;</p> <p>(b) all applicable codes of practice issued pursuant to the New Roads and Street Works Act 1991;</p> <p>(c) all applicable standards, specifications and codes of practice issued by Transport Scotland (or a successor body) and/or the Scottish Environmental Protection Agency including in respect of the design, construction, operation or maintenance of highways;</p> <p>(d) all applicable national and local planning policy in respect of electronic communications and sensitive locations and buildings including the natural, built and historic environment;</p> <p>(e) all applicable guidelines published by the International Commission on Non-Ionising Radiation Protection;</p> <p>(f) the Code of Best Practice on Mobile Phone Infrastructure Development published by the Office of the Deputy Prime Minister (where applicable to the Infrastructure Works),</p> <p>as updated or amended from time to time;</p>
Commercially Sensitive Information	Sensitive	the information of a commercially sensitive nature relating to the Infrastructure Provider, its IPR or its business or which the Infrastructure Provider has indicated to the Authority that, if disclosed by the Authority, would cause the Infrastructure Provider significant commercial disadvantage or material financial loss;
Confidential Information		the Authority Confidential Information and/or the Infrastructure Provider Confidential Information;
Consents		all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Infrastructure Provider's obligations under this Agreement, whether required in order to comply with Law or as a result of the rights of any third party;
Control		where a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of another person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
Coverage Area		means – <p>(a) in the case of an Initial Site, the coverage area shown in</p>

the relevant plan in Schedule 2 Part 1; and

- (b) in the case of an Additional Site, the coverage area shown in the plan included in the Additional Site Proposal (as defined in Schedule 6, paragraph 3);

Data Processor		shall have the same meaning as set out in the Data Protection Laws;
Data Protection Laws		any law, statute, subordinate legislation regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 1998 and any statutory modification or re-enactment thereof and the GDPR;
Data Subject		shall have the same meaning as set out in the Data Protection Laws;
Default		any breach of the obligations of the relevant Party or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or Subcontractors pursuant to this Agreement and in respect of which such Party is liable to the other;
Dispute		any dispute, difference or question of interpretation pursuant to this Agreement;
Dispute Procedure	Resolution	the procedure set out in Schedule 8;
Disclosed Data		all information and documents provided by the Authority to tenderers during or after the tender process leading to award of this Agreement including but not limited to the MSVs for the Initial Sites;
Environmental Regulations	Information	the Environmental Information (Scotland) Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
Effective Date		as defined in Clause 2;
ERDF		the European Regional Development Fund;
FOISA		the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

Force Majeure	<p>(a) war, civil war, armed conflict or terrorism;</p> <p>(b) nuclear contamination;</p> <p>(c) chemical or biological contamination of a Site from any of the events referred to in (a) above; or</p> <p>(d) pressure waves caused by devices travelling at supersonic speeds;</p>
GDPR	<p>Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);</p>
Good Industry Practice	<p>using standards, practices, methods and procedures (as practised in the UK) and conforming to Law and exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider, manager, operator or other person (as the case may be) engaged in a similar type of undertaking as under this Agreement under the same or similar circumstances;</p>
Grant	<p>the grant payable by the Authority under this Agreement in accordance with Clause 16;</p>
Holding Company	<p>has the meaning given in section 1159 Companies Act 2006 (and for the purposes of the membership requirement in section 1159(1)(b) and section 1159(1)(c) a company shall be treated as a member of another company even if its shares in that other company are registered (i) in the name of its nominee; or (ii) in the name of a person (or the nominee of that person) who is holding the shares as security);</p>
Indemnified Claim	<p>any claim, demand, threatened or anticipated claim or demand or other similar circumstance which falls within the scope of one or more of the indemnities provided in this Agreement;</p>
Indemnified Party	<p>in respect of an indemnity being given under the terms of this Agreement, the Party being indemnified;</p>
Indemnifying Party	<p>in respect of an indemnity being given under the terms of this Agreement, the Party providing the indemnity;</p>
Independent Tester	<p>the Independent Tester appointed by the Infrastructure Provider in accordance with Clause 5.5;</p>
Information	<p>has the meaning given by section 73 of the Freedom of Information (Scotland) Act 2002;</p>
Infrastructure	<p>the outcome of the Infrastructure Works;</p>
Infrastructure Environment	<p>the environment within which the Infrastructure Works shall be provided and/or connected to including all relevant land, property, buildings, carriageways, highways, infrastructure, infrastructures and airspace;</p>

Infrastructure Provider ITT Response		The tender submitted by the Infrastructure Provider in response to the ITT;
Infrastructure Provider Party		all employees, agents, consultants and contractors of the Infrastructure Provider and/or of any Subcontractor employed or engaged in the performance of this Agreement from time to time;
Infrastructure Personnel	Provider	employees and consultants of the Infrastructure Provider
Infrastructure Representative	Provider	the Infrastructure Representative specified in Clause 54.1 and in substitution any replacement made by the Infrastructure Provider under Clause 5.2;
Infrastructure Solution	Provider	the Infrastructure Provider's solution as set out in Schedule 4.1 (Infrastructure Provider Matters) as supplemented from time to time for any Additional Sites by the Additional Site Specification for that Site and/or as otherwise amended in accordance with the this Agreement;
Infrastructure Works		means the erection of mobile phone network masts on each Site together with associated cabling, services and other works of any kind;
Information System		a system for generating, sending, receiving, storing or otherwise processing electronic communications;
Initial Sites		the 16 Sites specified in Schedule 2 Part 1, subject to Clause 10.6;
Insolvency Event		<p>the occurrence of any of the following events (or any event analogous to any of the following events in a jurisdiction other than Scotland) in relation to the Infrastructure Provider (the "entity"):</p> <ul style="list-style-type: none">(a) passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved;(b) the appointment of a liquidator, administrator, administrative receiver or the making of an administration order in relation to the entity or an encumbrancer taking possession of or selling all or a material part of the entity's undertaking, assets, rights or revenue;(c) any proposal being made for a voluntary arrangement, a composition of debts or a scheme of arrangement to be approved whether under the Insolvency Act 1986 or the Companies Act 2006 or otherwise with all or a substantial majority of its creditors;(d) being unable or admitting its inability to pay its debts as they fall due or being capable of being deemed unable to pay its debts within the meaning of section 123 of the

Insolvency Act 1986 (but with the phrase "it is proved to the satisfaction of the court that" removed from section 123(2) of the Insolvency Act 1986);

- (e) enforcement of any security over all or a material part of the assets of the entity; or
- (f) any expropriation, attachment, sequestration, distress or execution affecting all or any material part of any asset or assets of the entity which is not discharged within 14 days,

except, where applicable, in respect of any resolution by the relevant entity or a court order that such entity be wound up for the purpose of a bona fide solvent reconstruction or amalgamation;

Intellectual Property Right (IPR)

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

the invitation to tender for the provision issued by the Authority to the tenderers on 18 March 2018 (as may have been updated by the Authority during the procurement process);

Key Consents

for a Site are the consents listed in Schedule 3;

Key Subcontract

a Subcontract between the Infrastructure Provider and a Key Subcontractor;

Key Subcontractor

the Subcontractors listed in Schedule 4, Part 3 as varied under this Agreement;

Key Subcontractor Financial Distress Event

the occurrence of one or more of the following events:

- (a) the relevant Key Subcontractor's credit or rating drops one or more levels below Standard & Poor's BBB or Moody's Baa3;
- (b) the Key Subcontractor issues a profits warning to a stock exchange or makes any other public announcement about a material deterioration in its financial position or prospects;
- (c) there is a public investigation into improper financial accounting and reporting, suspected fraud and/or any other impropriety of a Key Subcontractor;

- (d) the Key Subcontractor commits a material breach of covenants to its lenders;
- (e) a Key Subcontractor notifies the Authority that the Infrastructure Provider has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- (f) either of the following events:
 - (i) commencement of any litigation against the Infrastructure Provider or a Key Subcontractor with respect to financial indebtedness; or
 - (ii) any financial indebtedness of the Infrastructure Provider or a Key Subcontractor becoming due as a result of an event of default,

which in respect of (f) only, the Authority reasonably believes could materially impact on the continued performance and delivery of the Deployed Services in accordance with this Agreement and/or puts at risk public subsidy already granted (or to be granted) pursuant to this Agreement;

Law

any applicable law, statute, by-law, State Aid Terms, regulation, order, regulatory policy, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

Local Body

each of the following bodies within the UK borders including successors to those bodies' functions and organisations created to deliver their functions and objectives -

- (a) local authorities;
- (b) Local Enterprise Partnerships established (or to be established) between any of the local authorities within the UK borders referred to above and businesses;
- (c) the Welsh Ministers;
- (d) the Scottish Ministers;
- (e) Scottish Government Rural Directorate,
- (f) Scottish Environment Protection Agency,
- (g) Scottish Natural Heritage
- (h) Historic Environment Scotland;
- (i) the Scottish Government;
- (j) Scottish Enterprise;
- (k) Highlands and Islands Enterprise
- (l) Scottish Futures Trust; and
- (m) the Department of Enterprise, Trade and Investment in

Northern Ireland;

Loss	all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses), and charges whether arising under statute, contract or at common law or in connection with judgments, proceedings, internal costs or demands;
Milestone	a Milestone specified in Schedule 5, Appendix 1;
Milestone Payment	each of the payments specified as such in Schedule 5, including payments of retentions;
MNO	a mobile network operator who owns a cellular mobile network;
MSV	<p>a Multi Skilled Visit, being a visit(s) to a Site or potential Site to gather all the required information to –</p> <p>(a) allow a detailed design (including mast type) and costs to be assessed; and</p> <p>(b) coverage and transmission solutions to be validated to ensure the location is “fit for purpose”,</p> <p>involving the following people (where possible): Authority representatives, acquisition, planning and electrical engineering consultants Regional Electricity Company representative, design engineer and build manager, landowners representative and/or Site provider;</p>
Oversight Group	the group set up by the Parties under Clause 5.4;
Parties	the parties to this Agreement (which at the Effective Date is the Authority and the Infrastructure Provider) and their permitted assigns, and references to a " Party " shall mean one of the parties to this Agreement;
Pass Through Costs	<p>the costs payable by the Infrastructure Provider –</p> <p>(a) to the Regional Electricity Company for installing a power supply to the Site; and</p> <p>(b) to the provider of Backhaul to the Site;</p>
Personal Data	the meaning given in the Data Protection Laws;
Processing	has the meaning given in the Data Protection Laws and cognate expressions shall be construed accordingly;
Project	the Infrastructure Works and the provision of 4G Services;
Project Catalogue	the Project Catalogue forming Appendix 3 of Schedule 5;
Project Data	<p>(a) the outputs from all MSVs;</p> <p>(b) all drawings, reports, documents, plans, software, formulae, calculations and other data relating to the the design and provision of the Infrastructure Works; and</p>

	(c) any other materials, documents and or data acquired, brought into existence or used in relation to the Infrastructure Works or this Agreement;
Project Plan	the Project Plan forming Schedule 4 Part 2 as varied from time to time in accordance with Clause 14;
Prohibited Act	has the meaning given in Clause 38.1
Regulatory Bodies	<p>(a) those government departments including the UK, Scottish and EU regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations or otherwise, are entitled to regulate, investigate, audit, monitor, oversee or influence the matters dealt with in this Agreement or any other affairs of the Authority (which shall include any body required to perform any annual statutory financial audit or any value for money (VfM) audit of the Authority and any successor body responsible from time to time for performing the audit function previously performed by the Audit Commission or the Auditor General for Scotland); and</p> <p>(b) the ERDF,</p> <p>and "Regulatory Body" shall be construed accordingly;</p>
Request for Information	has the meaning set out in the FOISA or any apparent request for information under the FOISA or the Environmental Information Regulations;
Required Insurance	<p>(a) public liability insurance to a minimum cover of £10 million per event;</p> <p>(b) employers liability cover of £10 million per event;</p> <p>(c) professional indemnity to a minimum cover of £2 million per event and in the annual aggregate; and</p> <p>(d) contractor's all risks insurance to a minimum cover of £1m per event;</p>
Relief Event	<p>(a) Force Majeure; or</p> <p>(b) failure or interruption of –</p> <p>(i) the power supply, or</p> <p>(ii) Backhaul</p> <p>other than as a consequence of the acts or omissions of the Infrastructure Provider, an Infrastructure Provider Party or a Subcontractor of any tier;</p>
Remedial Plan Process	the process set out in Schedule 11;
Representative	the Authority Representative or the Infrastructure Provider Representative as the context requires;
Sites	the Initial Sites and the Additional Sites (if any);

SMEs	small and medium sized enterprises;
State Aid Terms	the terms set out in - (a) Commission Regulation (EU) No 651/2014; and (b) the relevant articles of the Treaty on the Functioning of the European Union, in particular Articles 107 - 109; and the European Community rules, regulations and guidelines relating to State aid in force from time to time, including at the Effective Date the Community Guidelines for the application of State aid rules in relation to rapid deployment of broadband infrastructures (reference 2013/C 25/01);
Subcontract	any agreement (other than this Agreement) in which a third party agrees to provide (i) any part of the Infrastructure Works; and/or (ii) any facilities or services materially required for the provision of the Infrastructure Works;
Subcontractor	a third party other than the Infrastructure Provider which enters into a Subcontract;
Subsidiary	has the meaning given in section 1159 Companies Act 2006 (and for the purposes of the membership requirement in section 1159(1)(b) and section 1159(1)(c) a company shall be treated as a member of another company even if its shares in that other company are registered (i) in the name of its nominee; or (ii) in the name of a person (or the nominee of that person) who is holding the shares as security);
Supervisory Authority	has the meaning given in the Data Protection Laws;
Term	the period from the Effective Date to the Terminate Date;
Termination Date	has the meaning given in Clause 2;
VAT	any value added tax;
Working Day	any day other than a Saturday, Sunday or public holiday in Scotland or a day which falls on a privilege holiday for the Authority.

2 INTERPRETATION

2.1 In this Agreement -

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;
- (c) 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;
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

- (e) references to any statute, enactment, order, regulation, instrument, code, standard or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, instrument (including any EU instrument), code, standard, or other similar instrument as amended, replaced, consolidated or re-enacted;
 - (f) headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;
 - (g) unless otherwise provided, references to Clauses, paragraphs, Schedules and Appendices are references to the clauses and paragraphs of, and the schedules and appendices to, this Agreement;
 - (h) the words "day", "month" and "year" mean calendar day, calendar month and calendar year unless otherwise stated;
 - (i) a reference to GBP or £ shall mean pounds sterling; and
 - (j) amounts of money are inclusive of VAT unless otherwise stated.
- 2.2 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the Authority shall, unless otherwise expressly stated in this Agreement, relieve the Infrastructure Provider of any of its obligations pursuant to this Agreement or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of approval, consent, examination, acknowledgement or knowledge or document review or course of action.
- 2.3 Where this Agreement contemplates that the Authority may elect, determine, approve, consent, nominate, decide or consider any matter or thing, the Authority may make such election, determination, approval, consent, nomination, decision or consideration in its absolute discretion without being required to give reasons, unless this Agreement expressly requires otherwise.

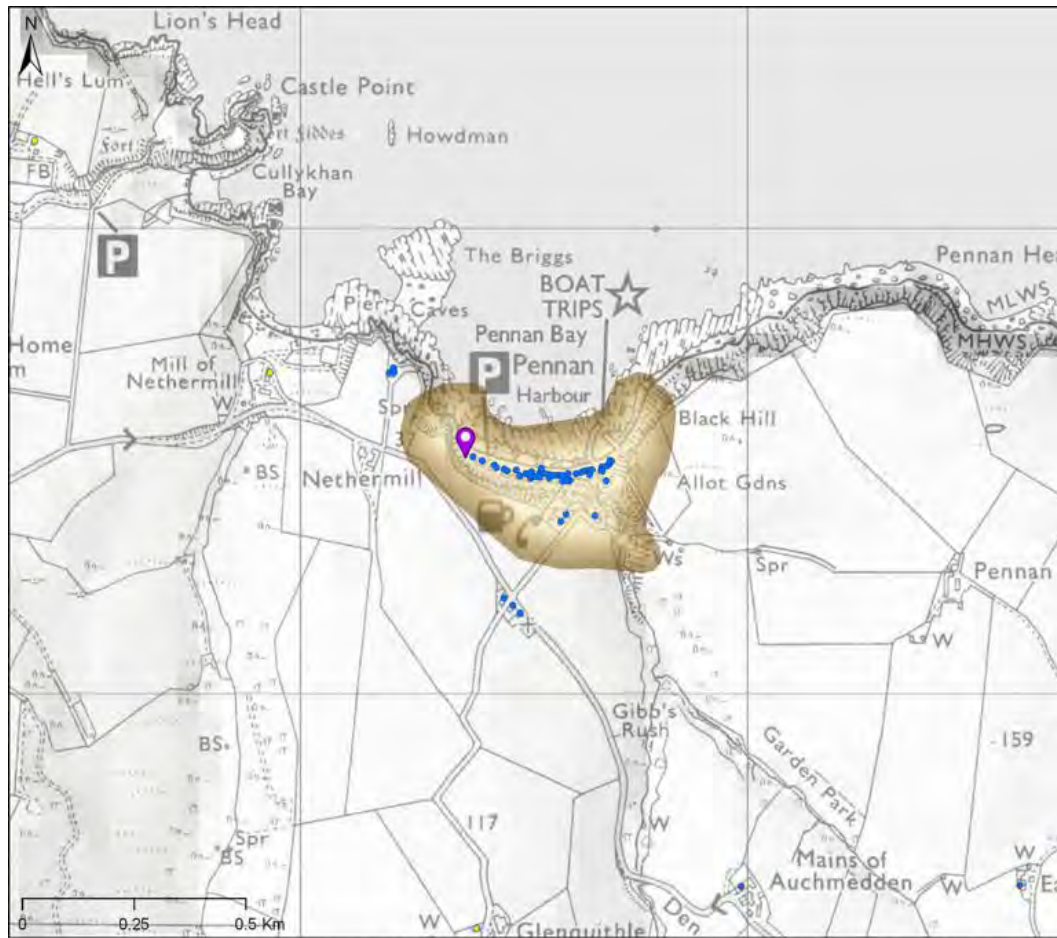
SCHEDULE 2 AUTHORITY REQUIREMENTS

PART 1 INITIAL SITES & COVERAGE PLANS

ID	Grid Reference
SFT 001	NJ8437065509
SFT 003	NK0345228950
SFT 004	NS1937794017
SFT 007	NT5818670408
SFT 009	NC2029259761
SFT 015	NG1067489424
SFT 018	HY2278710809
SFT 022	NT2814214000
SFT 025	HU6816271350
SFT 028	NB3756911287
SFT 029	NH3139254594
SFT 030	NR7997396016
SFT 031	NX1655864530
SFT 032	NG5834610180
SFT 033	NG7102242405
SFT 042	NR6692809647

Coverage Plans

SFT 001	NJ8437065509
---------	--------------



4G Infill site coverage map
Site SFT001A
Pennan

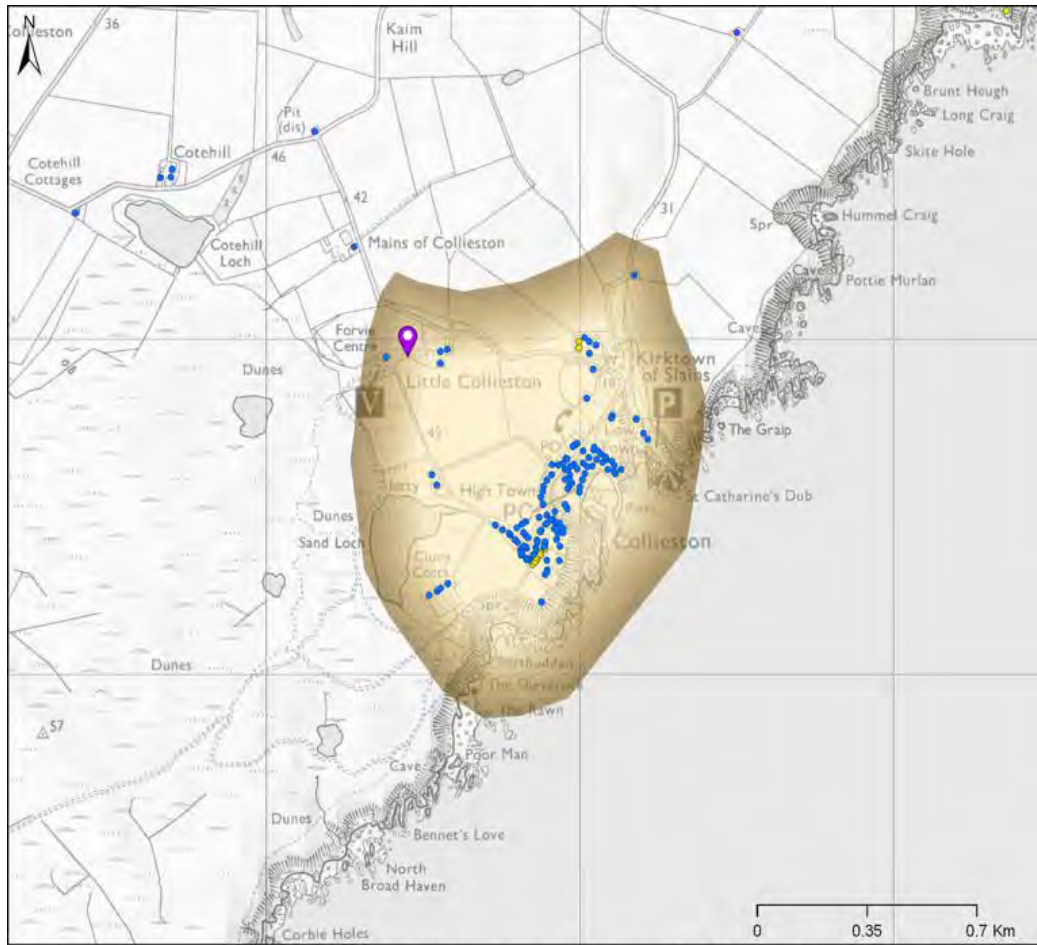
- Legend**
- Potential site
 - Area of Interest
 - Premises covered
 - All premises



©Crown Copyright and database right (2017). All rights reserved. Scottish Government Ordnance Survey Licence Number 100024655

SFT 003

NK0345228950







4G Infill site coverage map

Site SFT003B

Forvie Centre

Legend

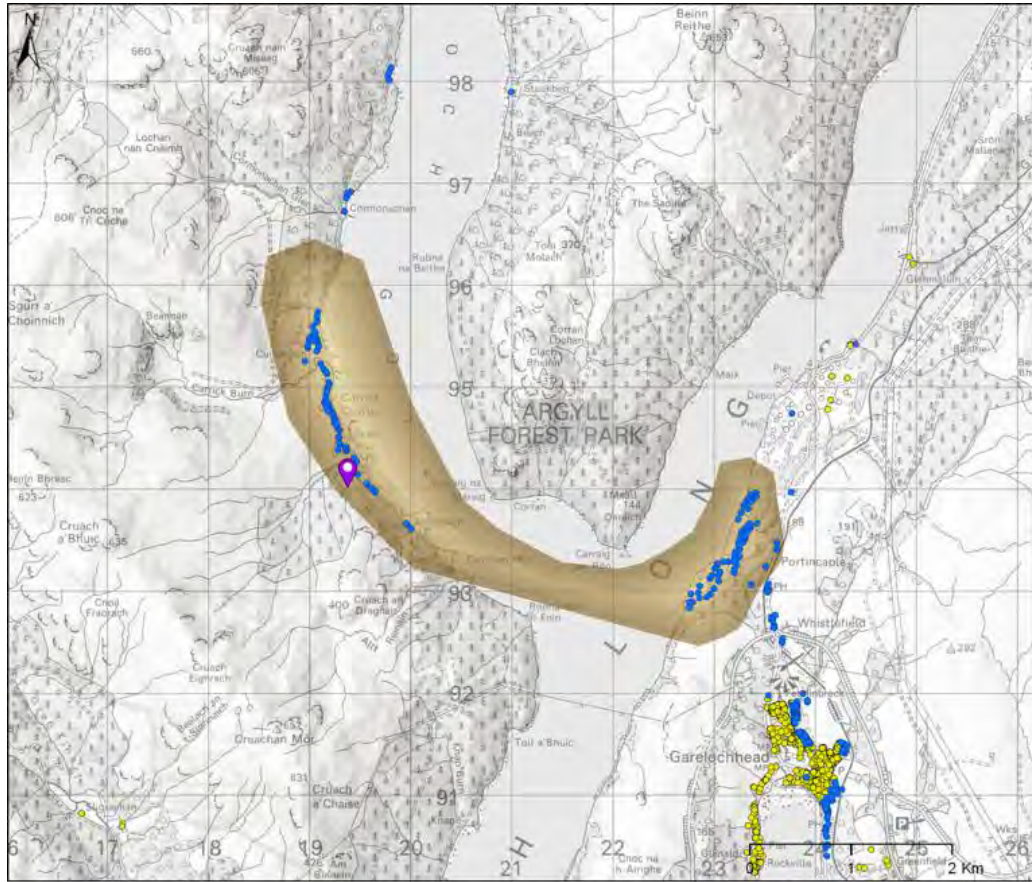
-  Potential site
-  Area of Interest
-  Premises covered
-  All premises



©Crown Copyright and database right (2017). All rights reserved. Scottish Government Ordnance Survey Licence Number 100024655

SFT 004

NS1937794017



4G Infill site coverage map
Site SFT004A
Carrick Castle

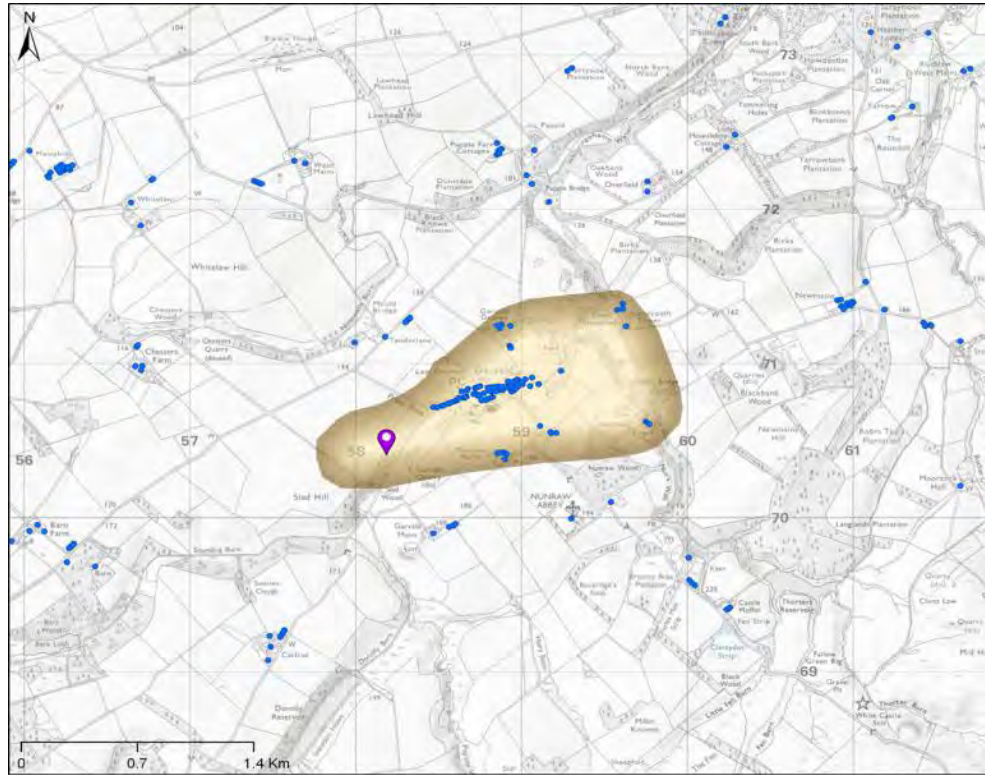
- Legend**
-  Potential site
 -  Area of Interest
 -  Premises covered
 -  All premises



© Crown Copyright and database right (2017). All rights reserved. Scottish Government Ordnance Survey Licence Number 100024655

SFT 007

NT5818670408



4G Infill site coverage map
Site SFT007A
Westpoint

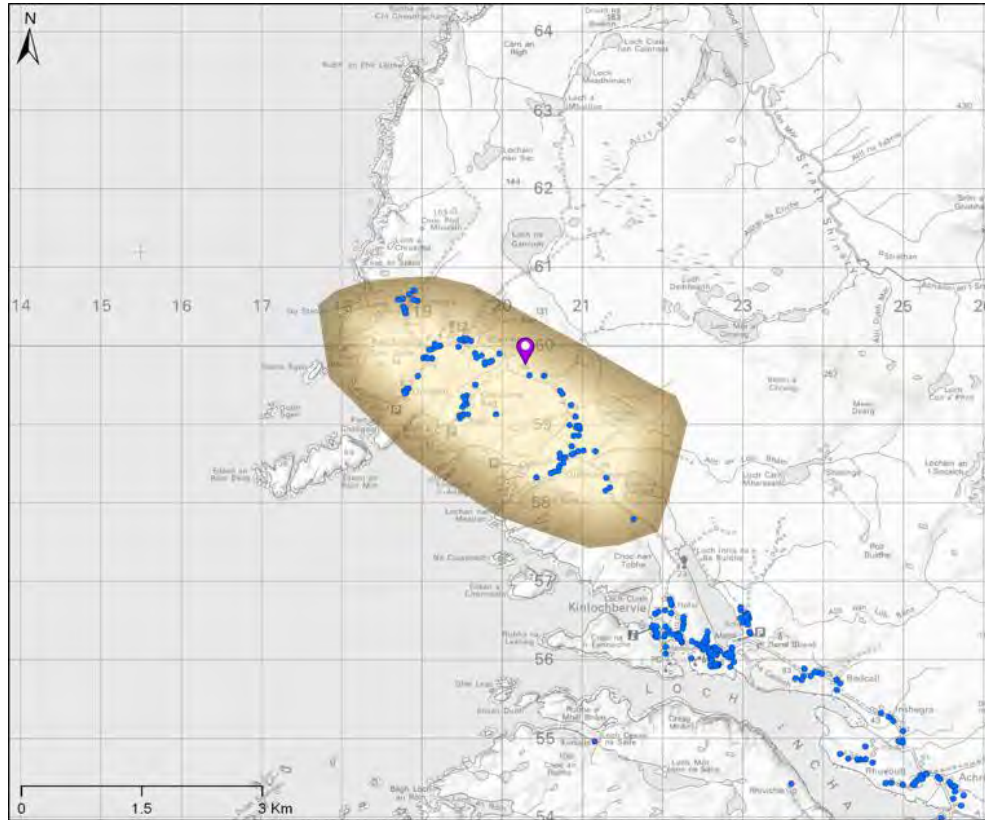
- Legend**
- Potential site
 - Area of Interest
 - Premises covered
 - All premises



©Crown Copyright and database right (2017). All rights reserved. Scottish Government Ordnance Survey Licence Number 100024655

SFT 009

NC2029259761



4G Infill site coverage map
Site SFT009A
Blairmore

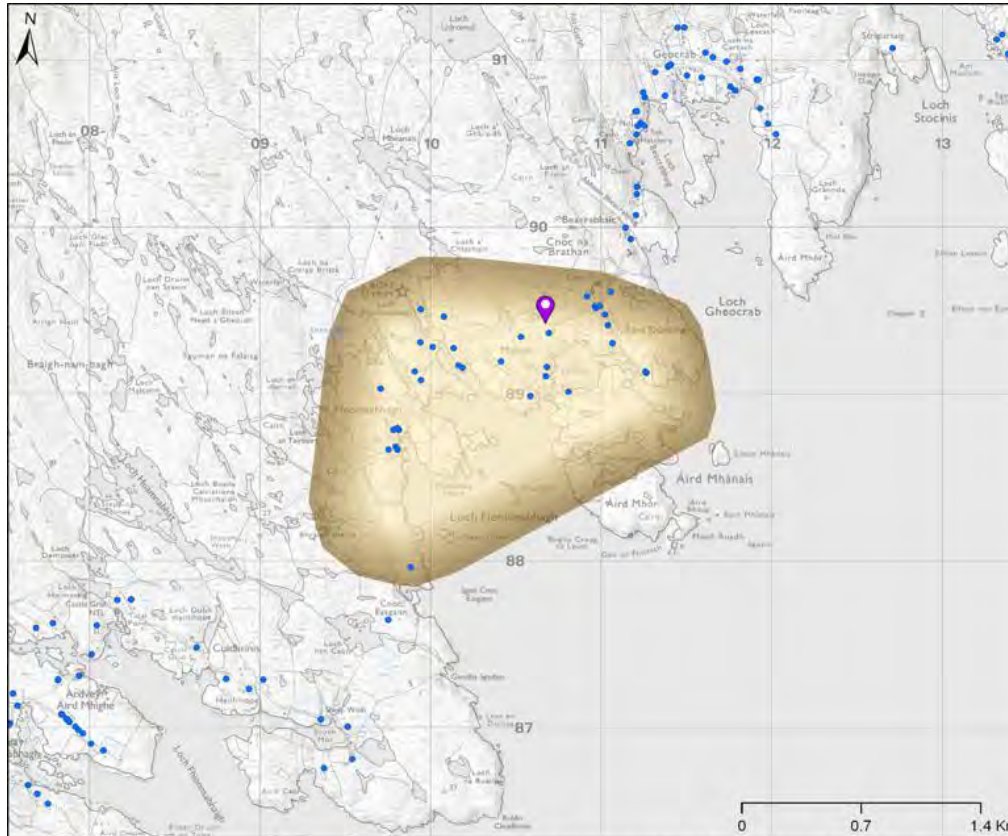
- Legend**
- Potential site
 - Area of Interest
 - Premises covered
 - All premises



©Crown Copyright and database right (2017). All rights reserved. Scottish Government Ordnance Survey Licence Number 100024655





SFT 015

NG1067489424



4G Infill site coverage map
Site SFT015A
Manish

Legend

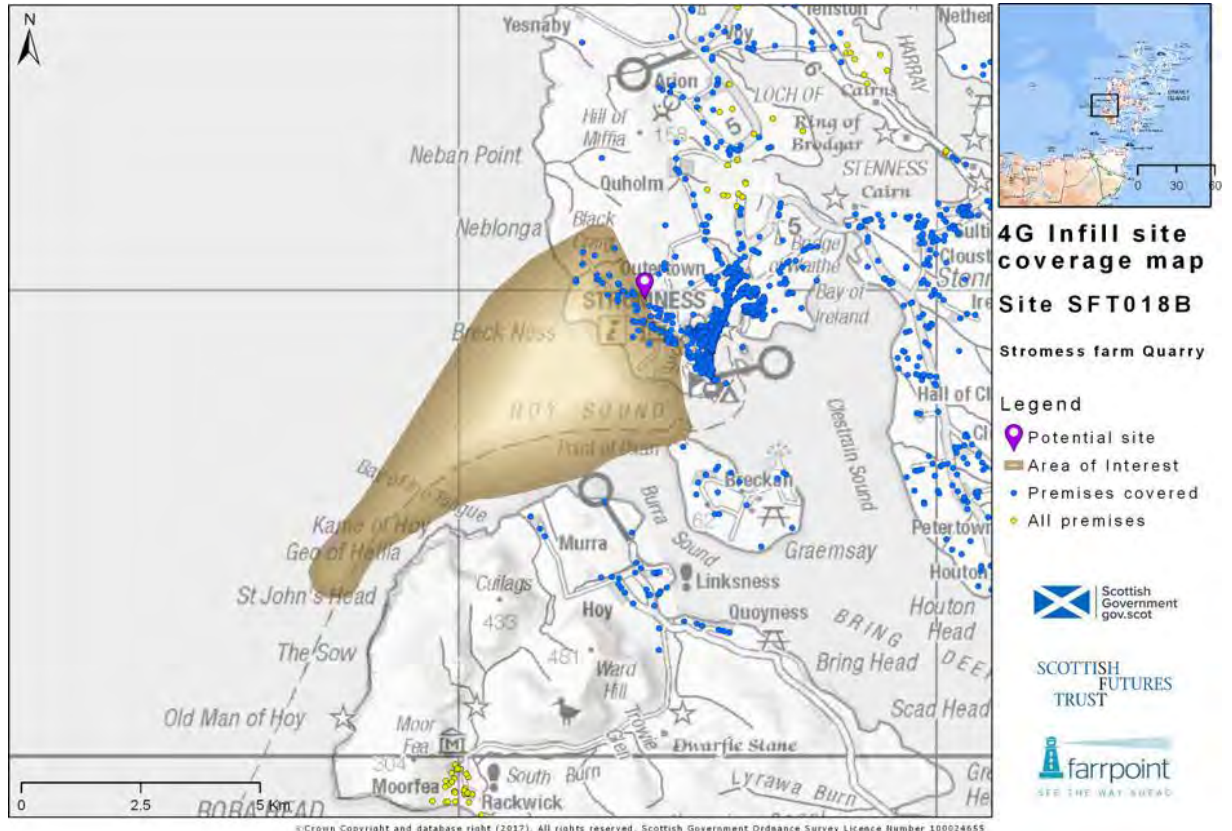
-  Potential site
-  Area of Interest
-  Premises covered
-  All premises



©Crown Copyright and database right (2017). All rights reserved. Scottish Government Ordnance Survey Licence Number 100024655

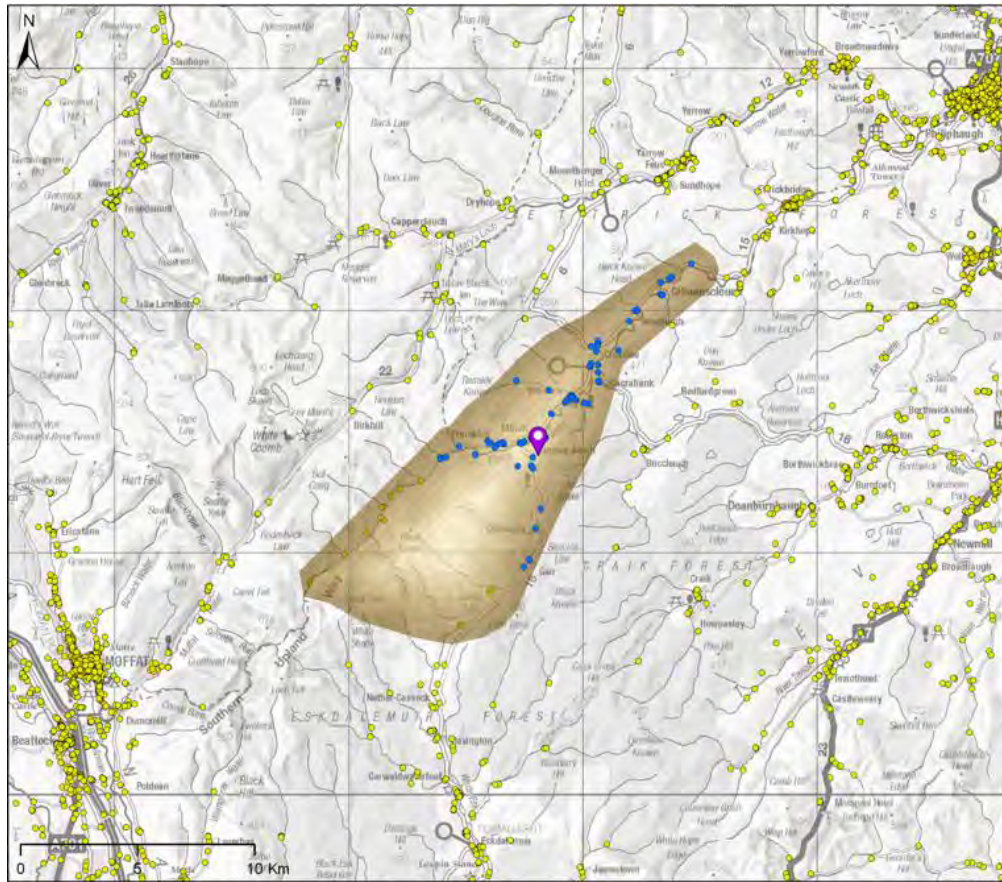
SFT 018

HY2278710809







SFT 022

NT2814214000



4G Infill site coverage map
Site SFT022A
Forestry Road

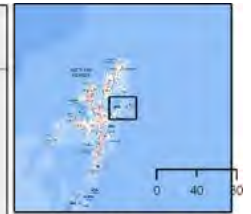
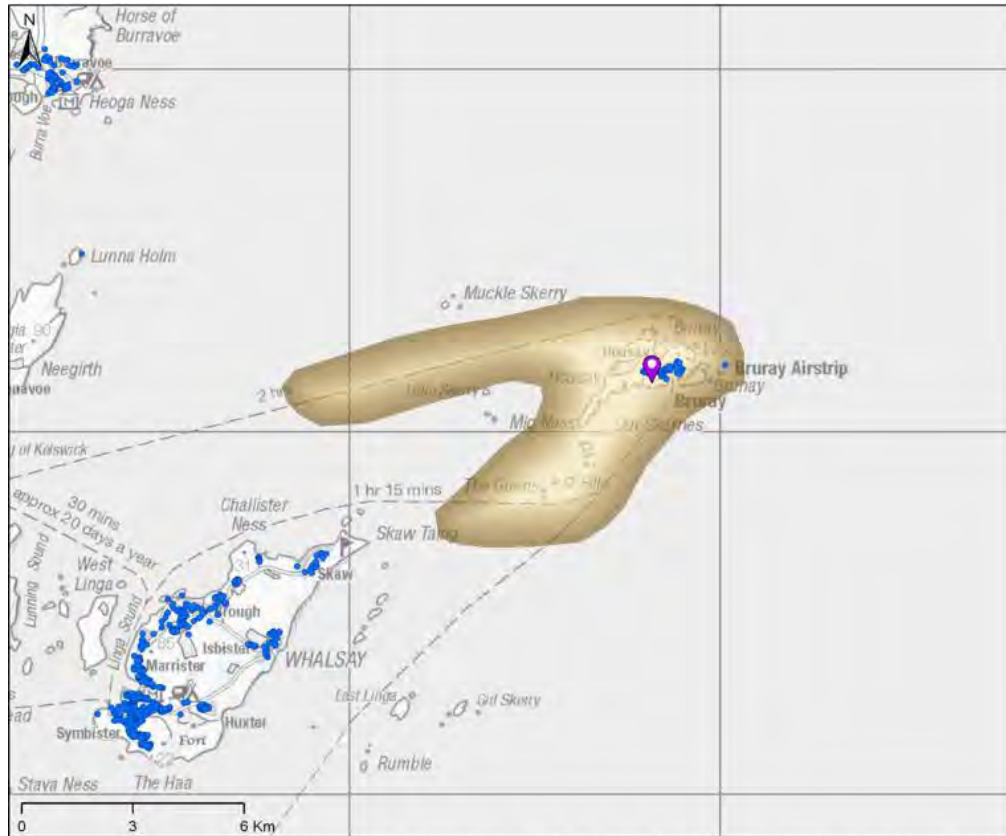
- Legend**
-  Potential site
 -  Area of Interest
 -  Premises covered
 -  All premises



© Crown Copyright and database right (2017). All rights reserved. Scottish Government Ordnance Survey Licence Number 100024555

SFT 025

HU6816271350







4G Infill site coverage map

Site SFT025A

Old radio site

Legend

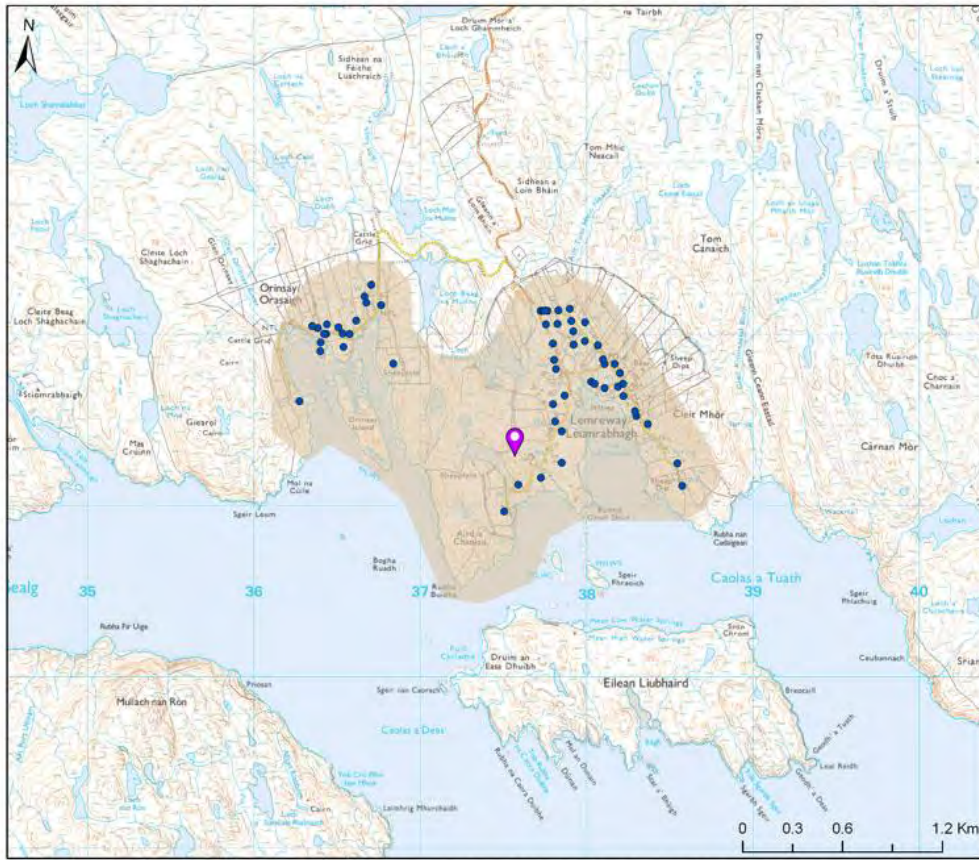
-  Potential site
-  Area of Interest
-  Premises covered
-  All premises



© Crown Copyright and database right (2017). All rights reserved. Scottish Government Ordnance Survey Licence Number 100024655

SFT 028

NB3756911287



**4G Infill Area
Site SFT028C
Lemreway Croft**

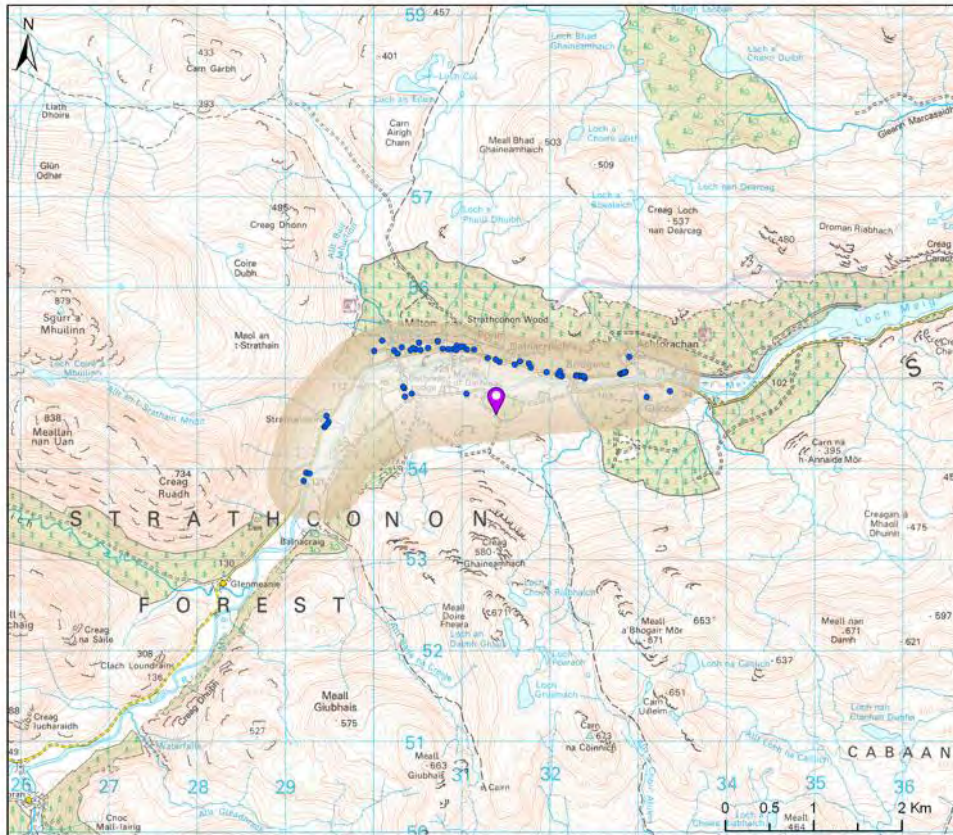
- Legend**
- Area of Interest
 - Potential site
 - Covered premises
 - All premises



© Crown Copyright and database right (2017). All rights reserved. Scottish Government Ordnance Survey Licence Number 100024655 Other sources: ESRI, Here, DeLorme, Intermap P Corp

SFT 029





NH3139254594



**4G Infill Area Coverage map
Site SFT029A**

Dalnacroich Strathconon

Legend

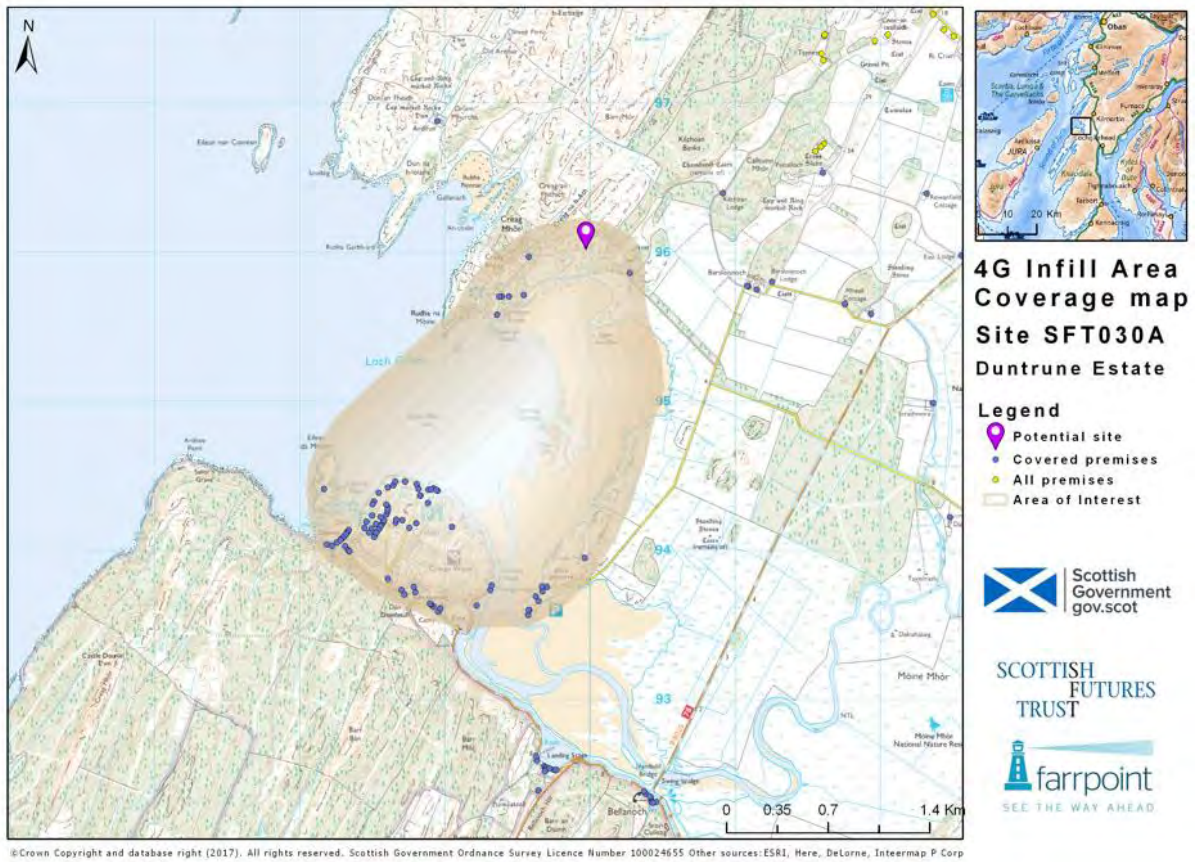
-  Potential site
-  Covered premises
-  All premises
-  Area of Interest



© Crown Copyright and database right (2017). All rights reserved. Scottish Government Ordnance Survey Licence Number 100024655 Other sources: ESRI, Here, DeLorme, Intermap P Corp

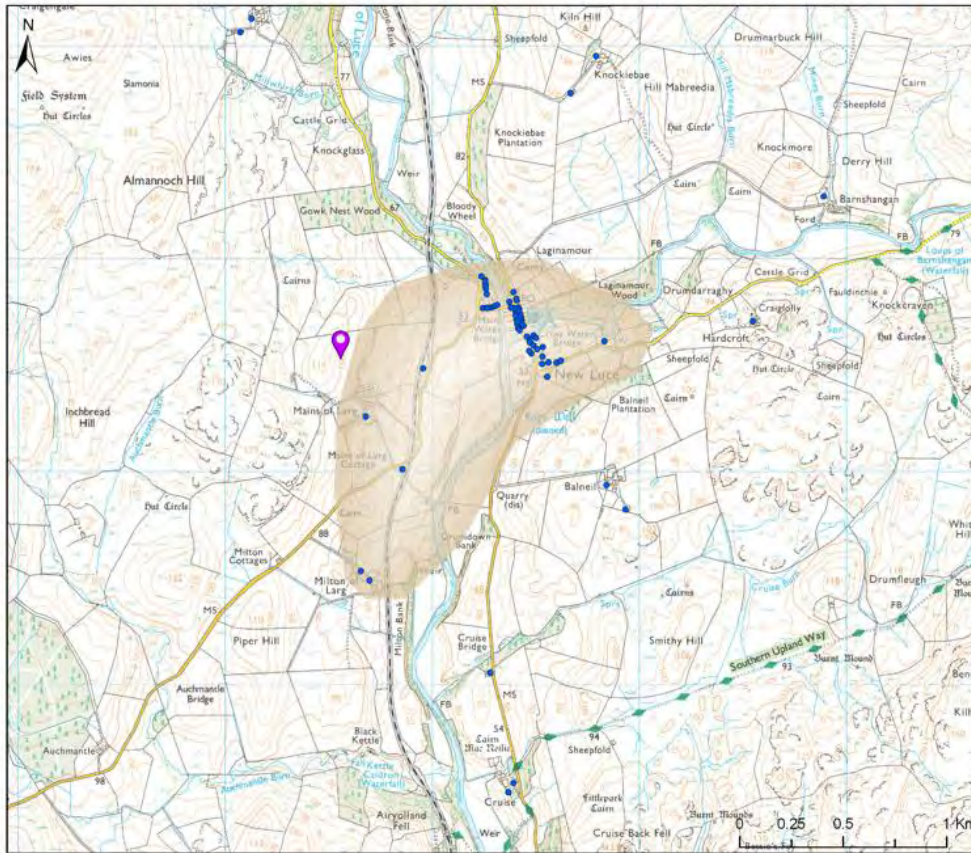
SFT 030

NR7997396016



SFT 031

NX1655864530



4G Infill Area Coverage map
Site SFT031A
Mains of Larg Farm

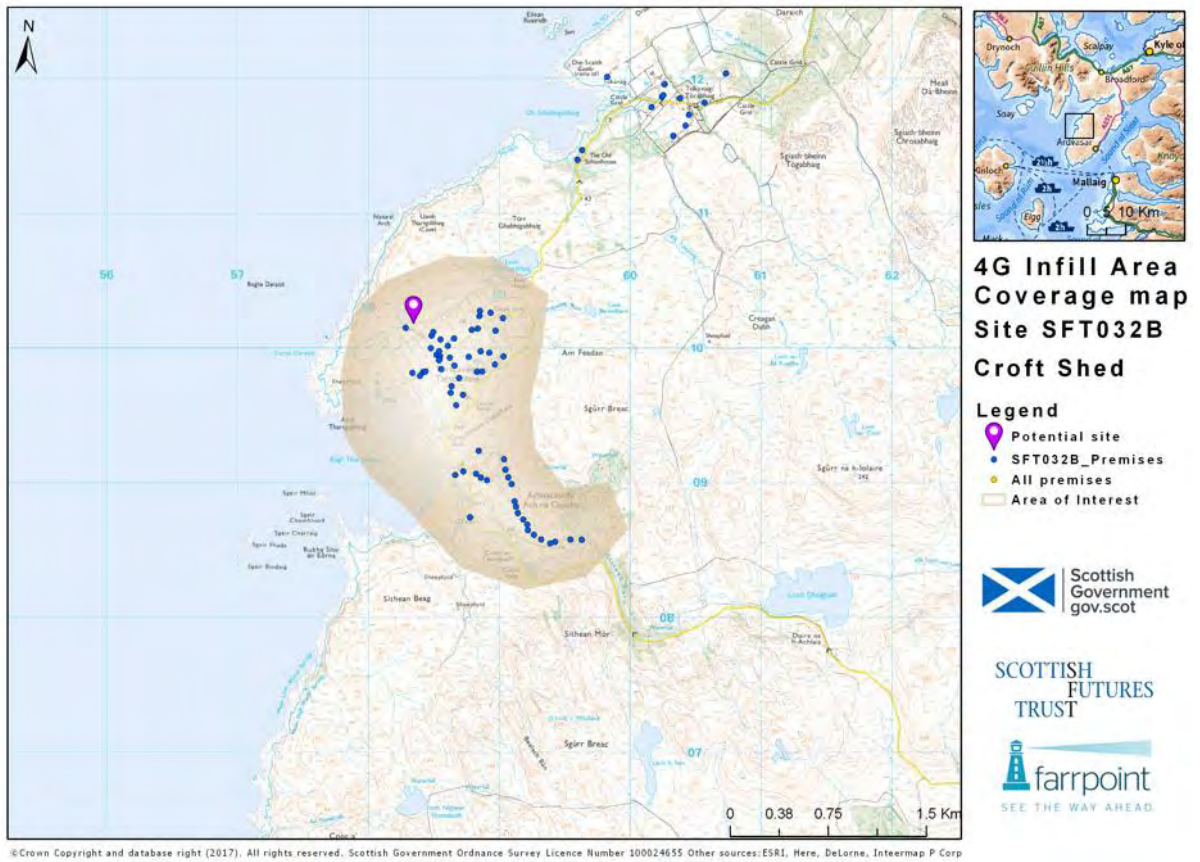
- Legend**
-  Potential Site
 -  Covered premises
 -  All premises
 -  Area of Interest



© Crown Copyright and database right (2017). All rights reserved. Scottish Government Ordnance Survey Licence Number 100024655 Other sources: ESRI, Here, DeLorme, Intermop P Corp

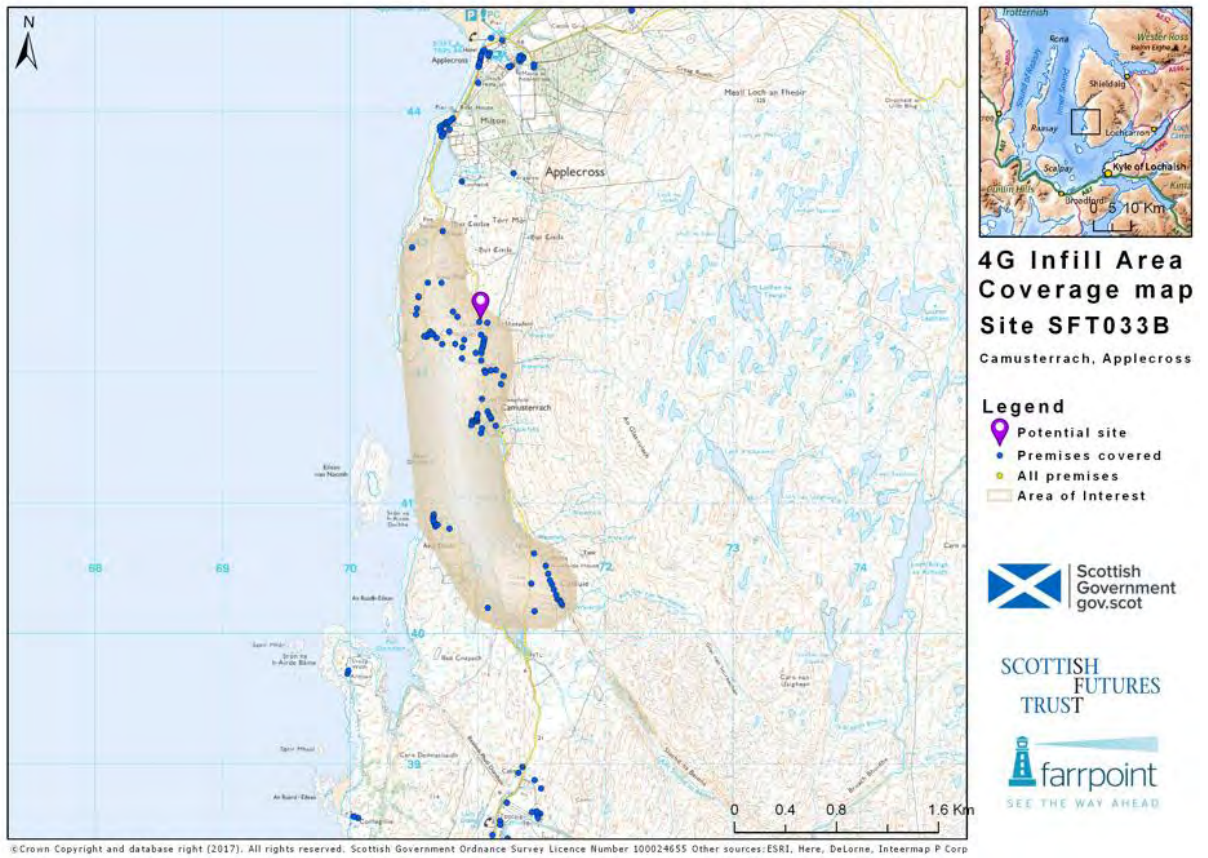
SFT 032

NG5834610180



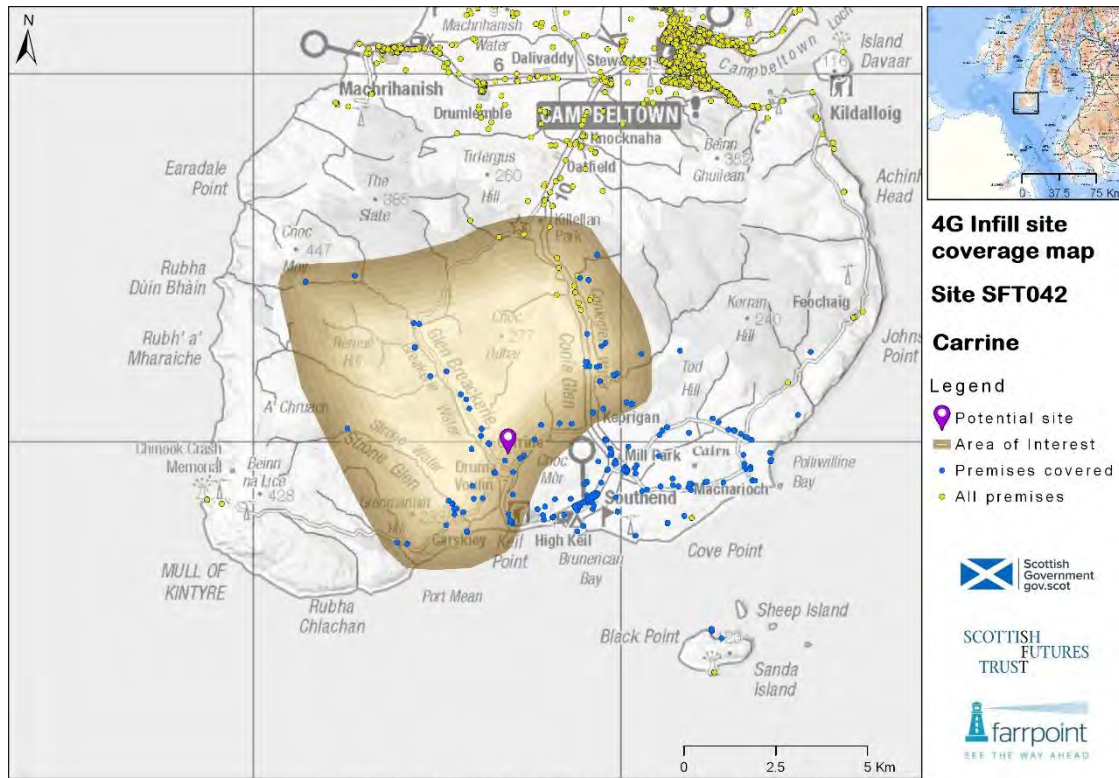
SFT 033

NG7102242405



SFT 042

NR6692809647



PART 2 AUTHORITY TECHNICAL REQUIREMENTS

1. Introduction

The Authority Technical Requirements lay out the basis of how the Project funding may be used and apply to every Site (i.e. Initial Sites and any Additional Sites).

The Project will deliver the following requirements:

- The development of masts sites capable of delivering the proposed publicly available commercial 4G-LTE (A) services i.e. a fully functional masts solution at each Site.
- A future proof approach and NGA mobile connectivity to provide publicly available commercial 4G-LTE(A) services;
- Development of passive infrastructure to support the delivery of such 4G LTE(A) services.
- Coverage and service provision from at least one MNO – such wholesale access to remain in force for 7 years from completion of the last Site;
- Provision of open access mast infrastructure which is based upon future proofed, multi-operator designs. The Infrastructure must be open to potential users in line with state aid and public funding requirements. There must be a perpetual right of access to ducts or poles by any interested party. In the case of the construction of ducts, the ducts must be sufficiently large to cater for multiple cable networks and different network topologies;
- Be private sector led, where the Infrastructure Provider has the responsibility of delivering, owning and operating the resulting mast infrastructure; and
- Next generation services to wider Scotland. This includes transmission elements to support high capacity transmission to underpin next generation mobile services and the move to 5G.
- A supply chain that looks to utilise both local contractors for the sites and specialist access solution rock anchor installation expertise.

2. Infrastructure Works

Taking into consideration the location and the surrounding geographic topology, the Infrastructure Works for each Site must incorporate the following:

- The provision of an extendable up to 30-metre tower structure complete with anti-climb guarding and climb safety system, capable of supporting microwave backhaul dishes for up to 4 MNOs' and up to 4 MNOs' broadcast equipment to deliver the base MSV specification coverage output;
- Base foundations that can support a 30 metre tower, to comply with the Authorities Technical Requirements. The Infrastructure Provider, in accordance with SG environmental policy, should where possible reduce the need for concrete bases and use rock anchor, where the engineering and ground conditions facilitate this to happen;

- Site compound and fencing appropriate to the terrain and planning conditions;
- Any ducting to fit with state aid requirements: allows multiple access with additional space to meet future demand;
- Track access where applicable, appropriate to the terrain and planning conditions;
- Provision of a backhaul solution via a suitable supplier;
- Provision of power via a suitable supplier for 25kva single phase as a minimum;
- 2 power meter cabins;
- Outdoor Telecommunications equipment cabin appropriate to the terrain, planning conditions and environmental conditions;
- Any safety requirements needed to fulfil planning applications (e.g. aircraft warning lights)

This base solution may be the subject of Tenderer funded enhancements, however, such enhancements must be undertaken by the Infrastructure Provider at their own cost and must not have any detrimental impact upon the deliverability of the proposed infrastructure.

3. Acquisition

The Infrastructure Provider will be required to undertake the acquisition of property rights for the Sites under their business as usual processes.

4. Planning and Design

The Infrastructure Provider will follow their business as usual process and ensure that the site acquired has the correct planning permissions for the site locations incorporating the technical requirements of the Authority. The Infrastructure Provider should ensure that the Authority's environmental policy is followed and design processes should make use of Planning Advice Notice 62: Radio Telecommunications¹ or any successor document guidance published by the Authority.

5. Power

The Infrastructure Provider will liaise with the regional electricity company to deliver power facilities to the telecommunications infrastructure. The Authority requires a single phase 25kva as a minimum requirement. The power available at the locations must have the capacity to cope with multiple telecommunications wireless providers and provision of multiple sub meter cabinets. The Authority does not require generators to be added to any of the Sites. Generators added to any of the Sites will be at the cost of the Infrastructure Provider.

6. Transmission Solution

The Infrastructure must deliver high speed connectivity to the telecommunications Infrastructure allowing service providers to transmit 4G-LTE(A) capable services from

¹ <http://www.gov.scot/Publications/2001/09/pan62/pan62->

the Infrastructure. Connectivity must be open access to allow multiple service providers and to meet the requirements of state aid:

- Full Fibre to the Site (where deliverable) – This incorporates a fibre presented to the site with the ability for all telecommunications operators to use wholesale products through the fibre.
- Fibre/High Capacity Microwave (where fibre is not achievable) – This incorporates installing fibre to a neutral point and high capacity microwave to the Site. The solution that is offered must enable an end to end open access wholesale service to all telecommunications providers utilising existing or new hop sites.

7. 4G-LTE (A) services

The Infrastructure Provider will provide at a minimum, one provider of 4G Services transmitting from each Site. The 4G Service from each Site must cover or go beyond the coverage specified by the Authority as part of the MSV report for the Site.

8. Operations and Maintenance

The Infrastructure Provider will have the responsibility and bear the cost of maintaining the Infrastructure and ensuring its ability to provide 4G Services in accordance with the Grant Agreement.

SCHEDULE 3 KEY CONSENTS

For each Site:

- Planning consent for the Infrastructure Works. For the purposes of this Agreement “planning consent” includes approval, or a determination that approval is not required, in accordance with the Town and Country Planning (general Permitted Development) (Scotland) Amendment Order 2017.
- Heads of Terms for leases and wayleaves required for the Site and the Infrastructure Works.
- Heads of Terms with an MNO to provide a 4G Service from the Site.

SCHEDULE 4 INFRASTRUCTURE PROVIDER MATTERS

Part 1: Infrastructure Provider Solution

Part 2: Project Plan

Part 3: Key Subcontractors

Part 4: Form of Independent Tester Certificate

Schedule 4 Part 1: Infrastructure Provider Solution

1 APPROACH TO UNDERTAKING SITE SURVEYS AND COVERAGE PREDICTIONS

The Infrastructure Provider's Technical Lead, who will be responsible for delivering the Authority's coverage requirements will act as the Infrastructure Provider's interface between the Authority and MNOs and the Infrastructure Provider's acquisition surveyor who will be searching for suitable Sites.

The Infrastructure Provider's acquisition surveyor will liaise with the Infrastructure Provider's Town and Country Planning specialists to understand the sensitivities prevalent to the area and will carry out a desktop study to see if there have been previous applications in the area for similar schemes. Planning failures will highlight sensitive areas for further discussion with the Local Planning Authority. Planning successes may uncover unutilised Planning consents that could be utilised or adapted, and it may uncover an ongoing application that could negate the need to progress the Site or may offer a collaborative opportunity that may interest the Authority.

The desktop study will also include a review of land ownership in the area to show any precedents and existing contacts and research on local interest and community groups such as Parish Councils.

The Infrastructure Provider will utilise Google Earth as a tool to review potential Sites prior to visiting the area so appointments can be made in advance with prospective Site providers. Once appointments have been made, the Infrastructure Provider will also contact local interest groups and Local Planning Authorities to explain the Infrastructure Provider's requirements (in layman's terms), provide information requirements and to initiate the collaborative process of Site selection.

Where required, the Infrastructure Provider offer to meet with all stakeholders at a local venue in the form of an informal public meeting or roadshow event to ensure that the Infrastructure Provider to address any local concerns accordingly. The key to success is through collaboration and that once local people better understand the technical requirements and constraints such as heights required, access, power and transmission, which dictate which locations work and which do not, they are able to make informed judgements. In most cases this brings about a positive result with the benefits of having 4G coverage outweighing the visual impact of a mast.

The Infrastructure Provider's Technical Lead will utilise the ADTI Planning tool (this is the same as the tool used by the Authority), complemented by MNO Radio Planning tools where required.

Once candidate Site options have been identified, the acquisition surveyor will visit the Site to capture Site provider details, requirements and expectations and take detailed photographs showing the agreed Site access route, the Site area itself and panoramic photographs

showing the coverage potential from the Site or a suitable vantage point showing the coverage from an elevated position where possible.

The report will be submitted to the Infrastructure Provider's Technical Lead for review. The Technical Lead will produce a prediction plot for the location to determine minimum height requirements and to confirm coverage from the standard 30m tower height. These will be utilised when providing a recommendation to MNOs and the Authority to complete the Site selection process, the outcome being a preferred Site option and confirmation of the minimum height requirements.

2 APPROACH TO DESIGN AND BUILD OF THE MAST (INCLUDING CONSTRUCTION)

The Infrastructure Provider will use the MS Tower design tool.

After the initial search stage, the Infrastructure Provider's approach to the design and build of the mast will incorporate community and Local Planning Authority interests into the design and siting of the Site.

In addition to the visual amenity aspects, environmental, sustainability, Site access and maintainability considerations must be incorporated into the design to produce an effective solution.

The Infrastructure Provider will also consult local specialist construction firms where required to discuss the merits of how to design and build the Sites. Such consultation shall include (but not be limited to) the following considerations:

- **Tower base** – Traditional concrete base or are there rock anchor solutions?
- **Site access** – Is a permanent access required? Will a temporary access track suffice? Minimising the impact and reinstatement
- **Site location** – Can the siting minimise the visual impact? Can trees be removed to accommodate an improved amenity (sometimes edge trees cannot be removed due to the environmental impact on neighbouring trees)
- **Tower height** - What are the minimum height requirements? Larger base for future proofing (for this project we may have to implement a lower tower utilising a 30m base to future proof opportunities to extend the tower for further sharers).
- **Site maintenance** – Operators visit Sites more often than you would assume so a sustainable solution for Site access is required. This is particularly pertinent in areas of ecological interest.

For build, the Infrastructure Provider has its own civils team that will build Sites on the mainland and islands Sites for Mull, Skye, Arran, Bute. The Infrastructure Provider's approved civils subcontractors cover islands including Shetland, Lewis and Harris, North and South Uist, Benbecula, Orkney and Islay.

The Infrastructure Provider shall undertake minuted project 'kick off' meetings that identify all HSEQ inputs as well as reporting, escalations, subcontractors, day to day requirements etc.

This contributes to a Construction Phase Health and Safety Plan which is developed for each project. Site specific Risk assessments, Method Statements and Site inductions are undertaken, Site activities are audited (both self-audited and independently) and tool box talks are delivered by the appointed Site Person in Charge of Works who has sole responsibility for overseeing all activities and visitors to the Site.

The Infrastructure Provider will operate a documented and processed sub-contractor management regime, that runs from new sub-contractor status, business induction, adherence to the Infrastructure Provider policies and processes, and on-going management system audits.

Health and Safety requirements shall be met at all times and monitored through design reviews and through the Infrastructure Provider's 18001 accredited processes led by the Infrastructure Provider's HSEQ team.

The Project will be monitored throughout by the Infrastructure Provider's HSEQ team who are:

[REDACTED] HSEQ Manager -Diploma NVQ Level 6 in Occupational Health and Safety
[REDACTED] – HSEQ Advisor, NEBOSH National General Certificate in Occupational Health and Safety
[REDACTED] – HSEQ Advisor. NEBOSH National General Certificate in Occupational Health and Safety
[REDACTED] – HSEQ Coordinator. PPE Qualified Inspector, LOLER
[REDACTED] – PPE Field Inspector - PPE Qualified Inspector, Latchways Inspector, PAT, LOLER; and

- Site Auditors – Project Team based (APs and Build Supervisors).

The Infrastructure Provider's HSEQ team will keep keep the Infrastructure Provider's staff updated on all HSEQ matters (such as changes in legal and other requirements) including outcomes of investigations through H&S alerts via e-mail. The Infrastructure Providers HSEQ team will also provide training for all new employees, both office based and Site personnel, as part of their induction.

For field-based staff the Infrastructure Provider will provide training to ensure they meet the company training requirements for:

- First Aid;
- Asbestos Awareness;
- Manual Handling;
- Street works; and
- CDM 2015 (which shall be subject to regular refresher training through tool box talks and targeted safety briefings).

For those who are required to work at height, they shall also undertake:

- Rooftop training;

- First Aid at Height;
- Advanced Climber;
- RF Awareness; and
- Climbing Medical Certificate.

3 APPROACH TO SECURING AND MANAGING THE INSTALLATION OF POWER AND BACKHAUL

The Infrastructure Provider will consider all backhaul solutions available (SSE, BT, Microwave) and shall submit a recommendation to the Authority for review prior to implementation.

If required, the Infrastructure Provider can provide a turnkey service to some of the Infrastructure Provider's utility clients covering remote areas and can provide maintenance services for the links once installed.

The Infrastructure Provider is approved and accredited to work on Sites owned and operated by Arqiva, MBNL, Wireless Infrastructure Group (WIG), Vodafone / TEF (CTIL) BT. The Infrastructure Provider has access to Arqiva's Gateway and WIG's OCAMS Site access portals.

If required, The Infrastructure Provider can deliver fibre transmission solutions directly or through 3rd party providers.

4 APPROACH TO BRINGING SITES INTO OPERATION AND SECURING MOBILE OPERATOR AND OTHER THIRD-PARTY USERS

The Infrastructure Provider will incentivise use by providing a discounted Site rental to help create a successful business model for the MNOs in remote rural areas, removing the passive capex costs and reducing opex.

The Infrastructure Provider will publicise subsidised usage for community projects during the Site search stage to encourage community support for the development. Peppercorn rent opportunities may be reciprocated by leveraging community involvement (ie paying a peppercorn rent for the mast in return for a peppercorn rent for community project usage).

The Infrastructure Provider's approach to delivering and managing the assets ERDF and the Scottish Government have invested in shall embody the objective stated on the briefing day in Edinburgh, that is "4G mobile coverage delivered to under-served areas via a collaborative platform that accelerates the deployment of future proofed infrastructure."

5 APPROACH TO MINIMIZING THE ENVIRONMENTAL IMPACT OF INFRASTRUCTURE INCLUDING MINIMISING EMISSIONS, VISUAL IMPACT AND MATERIAL IMPACT

The Infrastructure Provider will involve the community stakeholders and authorities in the design of the Site to locate the Site in such a position that it minimises the visual impact.

Emissions will be minimised by carrying out extensive desktop research prior to visiting areas to search for Sites. Search and build phases will be carried out as contiguously as possible to minimise travel and local sub-contractors will be utilised, again to minimise travel and vehicle emissions. The Infrastructure Provider has based the pricing on a 10m by 10m compound to accommodate the specified sharers however the Infrastructure Provider has minimised the implementation of permanent new tracks to Sites wherever possible.

Rock anchors will be utilised where possible to minimise the material impact of concrete bases and to reduce the environmental impact.

The Infrastructure Provider's HSEQ team will review the Project to monitor best practice in order to maintain the Infrastructure Provider's ISO14001 (Environmental management) certification and standards. For each Site, having regard to the Authority's environmental policy, the Infrastructure Provider will select whether rock anchors or concrete foundations are to be used. Where concrete foundations are proposed, the Infrastructure Provider will explain why the rock anchor was unsuitable

The Infrastructure Provider has reviewed the MSV reports and has identified 5 potential rock anchor Sites from the 16 which are listed below. The number of potential rock anchor Sites identified by the Infrastructure Provider may, however, increase or decrease subject to survey.

Ref	Name	Rock Anchor
SFT004	Carrick Castle High Road	Yes
SFT009	Blairmore	Yes
SFT015	Manish	Yes
SFT025	Old Radio Site The Lookout	Yes
SFT028	Leumrabhagh	Yes

Figure 3 – Rock anchor Sites

The photographs of SFT004 suggest the area is loose limestone pavement therefore the Infrastructure Provider has concerns that this Site may not be feasible as a rock anchor design, but this shall be investigated further once on Site.

6 INFRASTRUCTURE OPERATION

The Infrastructure Provider shall utilise its Glasgow office for both planned (proactive) maintenance and reactive maintenance. An assessment shall be made as to whether a permanent generator is required as a back-up for power at the Sites.

Proactive and on-going management, maintenance and service continuity shall be delivered using Site maintenance best practice.

An annual Site inspection and climb survey shall be carried out in early summer with fixes either implemented on the day (where possible) or on a return visit prior to winter setting in.

The Infrastructure Provider's riggers shall, in addition to the climb inspection, annually certify each tower for "safe to climb" although only required every 3 years.

The electrical systems and earthing shall also be checked annually although this is only required for electrical conformance every 3 years.

As part of the annual check, basic Site housekeeping shall be carried out and the Infrastructure Provider shall visit and consult the Site provider/tenant to discuss any maintenance issues.

The Infrastructure Provider's HQ office shall act as the point of contact for MNOs and other sharers.

Reactive maintenance shall be managed from the Infrastructure Provider's HQ office. Any reported fault shall be triaged and assessed and shall be awarded a priority which shall determine the service level agreement for attending Site to investigate and fix the fault.

The Infrastructure Provider's Glasgow and field-based riggers, electricians and maintenance engineers shall form the core team with the Infrastructure Provider's local subcontractors providing first and second line services for the remotest areas.

Subcontractors shall be retained for planned and reactive maintenance services.

The Infrastructure Provider has the following HSEQ accreditations:

- OHSAS 18001 (H&S management);
- ISO9001 (Quality management); and
- ISO14001 (Environmental management).

7 PROJECT AND RESOURCE MANAGEMENT

The Infrastructure Provider shall use a project and resource management model with a dedicated Project Team working with the Authority and stakeholders whilst utilising The Infrastructure Providers specialist delivery teams governed by the Infrastructure Provider's Operations Director and his direct reports. See Figure 3 below.



Figure 3 – Infrastructure Provider Organisation for the Scottish 4G Infill Project

8 MNO ENGAGEMENT

The Infrastructure Provider will implement a multi-layered approach to MNO engagement:

- The Infrastructure Provider’s Board will engage at CTO/Deployment Director level;
- The Infrastructure Provider's Head of Site Share will lead the Infrastructure Provider's engagement through the Infrastructure Provider's MNO site share channels;
- The Infrastructure Provider's Regional Deployment teams, Operations Director and the Infrastructure Provider's Regional Directors will engage with the MNO teams which include the radio planning leadership
- The Infrastructure Provider's site share managers, surveyors and project staff who work hand in hand with MNO teams shall be engaged at the most granular level.

9 GRANT FUNDING REPORT

The Infrastructure Provider shall include in their reports to the Oversight Group a review of the projected grant funding requirements. This review will provide the Oversight Group with the information required to keep the ERDF team fully informed at all times and shall help to mitigate the risk of spending the funding within the timescales as much as possible.

10 COMMUNITY BENEFITS

The Infrastructure Provider recognises that in delivering the Project, the Infrastructure Provider is required to consider social considerations (also referred to as Community Benefits) and will adopt measures that encourage:

- Targeted recruitment and training of the long-term unemployed;

- Educational benefits to communities, to maximise educational opportunities that arise through performance of the agreement; and
- Awareness of opportunities, either in a prime or sub-contracting role, for small to medium (SME) sized businesses and social enterprises.

The Infrastructure Provider will maximise local capacity and skills in and around the sites by engaging our subcontractors who employ local labour. The Infrastructure Provider will also ensure that SME's within the local areas in and around the Sites in other locations are given the opportunity to bid for any subcontracted work during the deployment period.

The Infrastructure Provider will engage community groups from the outset to seek their input into the deployment aspects of the project and also to establish if they can utilise the mast asset for local use and connectivity which will assist with educational and potentially e-commerce and remote working opportunities for the local community. Local community sharers will be accommodated at a subsidised rate generally but where a local community has provided significant assistance, such as providing a Site for a peppercorn rent, reciprocated for tower sharing.

The ongoing planned and reactive maintenance activities shall provide an opportunity for the Infrastructure Provider to "upskill" local SMEs to provide general maintenance services to improve response times and reduce costs and environmental impacts. SMEs may be unwilling to provide working at height (rigging) work given the heavy training, equipment and HSEQ overhead required to carry out this work to the standards required which may be too much for the volume of work available but this will be investigated as an option.

Dependent on the locations of the Additional Sites, the Infrastructure Provider will expand its list of rural, community based, Scottish SMEs using the following steps:

- obtaining a list of potential contractors using online search tools (a desktop review) and then contact each of them to establish their interest.
- sending out tender documents to all interested parties.
- where required visiting the contractors at their premises to discuss in more detail, requirements, scope and pricing.
- once the contract is awarded or during final pricing, visiting the site to discuss and agree the optimum logistics and build methodology.
- in parallel carrying out a full WHP induction via the HSEQ team. No subcontractor is permitted to start a job for WHP until they have been reviewed and approved by the HSEQ team and the full on boarding process concluded with WHP's procurement department.
- once the work starts, implementing monitoring and audits together with a snagging visit on completion of works.

The Infrastructure Provider will seek to ensure that, where the Infrastructure Provider proposes to subcontract any of the Infrastructure Works prior to or at any time during the Term, SMEs (when compared with other potential Subcontractors) are given fair, equal and proportionate access to the subcontracting opportunity.

Where practicable (although the contract timetable may dictate that the Infrastructure Provider are unable to do this for a proportion of the Sites), the Infrastructure Provider will advertise subcontracting opportunities in a form which is accessible by all potential subcontractors including SMEs on the Public Contracts Scotland Portal. The Infrastructure Provider will continue to utilise commercial, financial and technical terms and conditions that are, appropriate and proportionate to the nature, size and capacity of the proposed subcontractor, having regard to the services to be subcontracted, and will be no more onerous than the relevant terms and conditions proposed to other potential subcontractors.

Specific and measurable actions are:

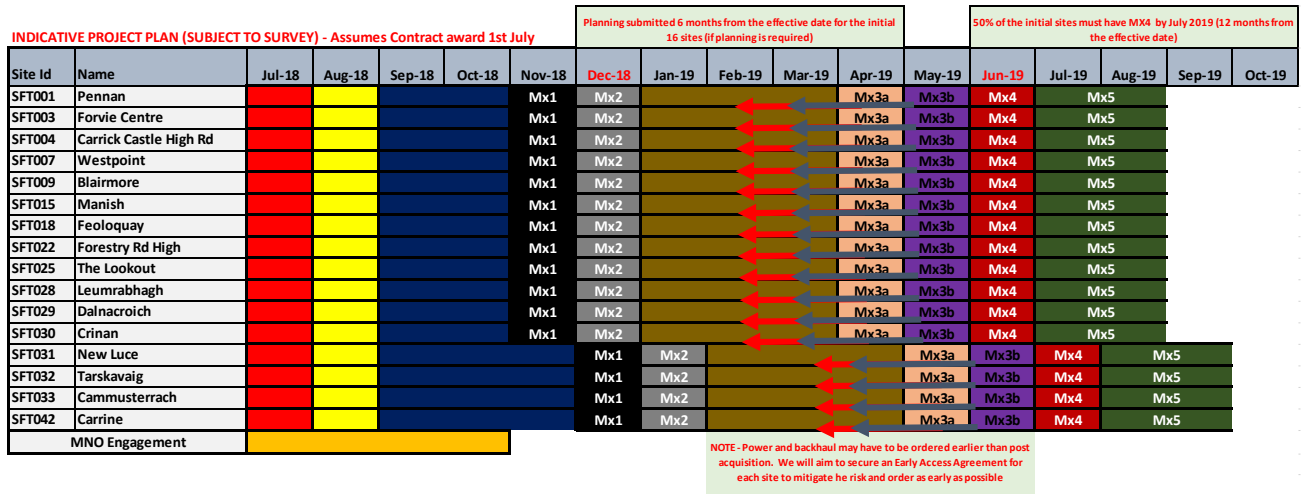
- Community benefits - the Infrastructure Provider will donate 5% of all SFT Site rentals to a Community Benefit Fund. Funds will be distributed to local stakeholder groups having regard to guidance to be provided by the Authority.
- Deployment and network maintenance - the Infrastructure Provider will inform the Authority when the Infrastructure Provider intends to subcontract work and shall keep the Authority informed of how the Infrastructure Provider is involving SMEs in the process. The Authority will be informed of the outcome of the tendering process.
- Having appointed subcontractors, the Infrastructure Provider will monitor the progress of SMEs and ensure that the Authority is kept informed of contracts awarded, details of the successful SMEs, a summary of the community benefits etc.
- The Infrastructure Provider will provide the Authority with a monthly summary of the value of the work awarded to SMEs.
- The Infrastructure Provider will provide the Authority a monthly summary of SMEs that have benefited from The Infrastructure Provider's training, the skill sets involved and the benefits of the "up skilling" provided.

11 FAIR WORK PRACTICES

The Infrastructure Provider shall seek accreditation in 2018 with Investors in People and will incorporate the Scottish Business Pledge and the Living Wage accreditation into this activity.

The Infrastructure Provider's internal HR team shall administer the Infrastructure Provider's HR handbook which is located on the Infrastructure Provider's company intranet to allow access for all staff.

Schedule 4 Part 2: Project Plan



MSV completed
GA Drawing completed
Planning submitted and HoTs agreed (with landlord)
Mx1 Mx 1 completed (including Hots Agreed (with MNO))
Mx2 Mx 2 completed (DD)
Mx3a Mx 3a completed (power)
Mx3b Mx 3b completed (backhaul)
Site Acquired (ready to build)
Mx4 Mx 4 completed (site built)
Mx5 Mx 5 completed (site live)

Figure 4 – Indicative Project Plan for the initial 16 Sites

A more detailed indicative individual Site plan is shown in Figure 5 below, showing the main activities that contribute to each Milestone. The durations are indicative and can be longer and shorter as well as iterative if problems are encountered.

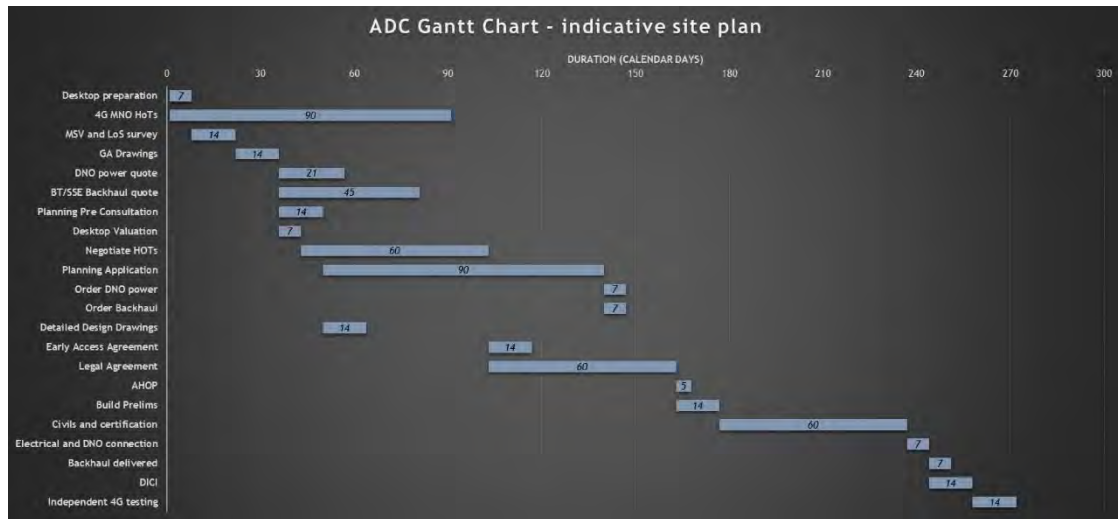


Figure 5 – Indicative Site plan

Schedule 4 Part 3: Key Subcontractors

Tulloch Developments Ltd
Gremista
Lerwick
Shetland
ZE1 0PX
www.tullochdev.co.uk

Duncan Mackay & Sons Ltd
Civil Engineering Contractor & Plant Hire
Parkend Industrial Estate
Isle of Lewis
HS2 0AN

MacInnes Bros Ltd
Building & Civil Engineering Contractors
Uachdar
Isle of Benbecula
Western Isles
HS7 5LY

Hedde Construction Ltd
Grainshore Road,
Hatston Industrial Estate,
Kirkwall,
Orkney,
KW15 1FL
www.hedde.co.uk

TA & WN Wood Contractors Ltd
Octofad Farm,
PORT CHARLOTTE
Isle of Islay.
PA48 7UE.

Schedule 4 Part 4: Form of Independent Tester Certificate

To:

The Scottish Ministers

Victoria Quay

Edinburgh

EH6 6QQ

[INSERT DATE]

Dear Sirs

MOBILE INFILL GRANT AGREEMENT

[INSERT NAME OF SITE] (THE “SITE”)

ACHIEVEMENT OF MILESTONE [INSERT MILESTONE]

We refer to the Grant Agreement between you and WHP Telecoms Ltd dated [INSERT DATE] (the “Grant Agreement”) in respect of which we are the Independent Tester.

Words and expressions in this Certificate have the meanings given in the Grant Agreement unless otherwise provided.

With reference to Schedule 5 to the Grant Agreement we certify that in respect of the Site [INSERT RELEVANT CERTIFICATION WORDING FROM THE COLUMN HEADED “SUPPORTING EVIDENCE” IN THE TABLE FORMING APPENDIX 1 TO SCHEDULE 5 OF THE GRANT AGREEMENT].

In giving this Certificate we acknowledge that you are relying on this Certificate as evidence of Achievement of Milestone [] for the Site, and that as a consequence, subject to the terms of the Grant Agreement, you will become liable to pay the relevant Milestone Payment to the Infrastructure Provider.

Yours faithfully

[SIGNATURE]

[SIGNATORY’S NAME AND POSITION]

On behalf of [INDEPENDENT TESTER]

SCHEDULE 5 FINANCIAL

1. The Grant is payable by way of Milestone Payments for each Site, payable following Achievement of the Milestones specified in the Milestone Table forming Appendix 1 to this Schedule.

2. The Milestone Payment for each Initial Site are, subject to Schedule 6 (*Change Procedure*), the amounts specified in Appendix 2 to this Schedule 5 less the Infrastructure Providers Funding Contribution specified in Appendix 6 to this Schedule.
3. The Milestone Payment for each Additional Site shall be as specified in the Additional Site Milestone Payment Schedule accepted by the Authority in accordance with the Change Procedure (calculated in accordance with the Project Catalogue) less the Infrastructure Providers Funding Contribution specified in Appendix 6 to this Schedule.
4. A Milestone Application (as defined in Clause 16.3) must be accompanied by the relevant Supporting Evidence specified in the Milestone Table.
5. The amount of each Milestone Payment is the relevant Milestone Payment Amount specified in the Milestone Table, less the retention specified in paragraph 6 in the case of a Milestone 4 Payment.
6. For each Milestone 4 Payment the retention is 10% of the Milestone Payment Amount.
7. The Milestone 4 retention for each Site shall be payable with the Milestone 5 Payment.
8. For the avoidance of doubt, the amounts of the Milestone Payments for each Initial Site, and the amounts and rates set in the Project Catalogue, are fixed for the Term.

Schedule 5 Appendix 1: Milestone Table

	Milestone	Description	Supporting Evidence of Achievement of Milestone	Milestone Payment amount
1	Key Consents	All Key Consents obtained	Planning Consent Property Agreements heads of terms Heads of Terms with an MNO to provide a 4G Service from the Site	Amount specified in Pricing Schedule
2	Detailed Design	Completion of Detailed Design for the Infrastructure Works	Copy of detailed design and invoice from designer (if designer is not Infrastructure Provider)	Lower of amount specified in Pricing Schedule and amount of designer's invoice (exclusive of VAT)
3a	Power	Reimbursement of lump sum payment by Infrastructure Provider to for provision of power to the Site	Invoice from Regional Electricity Company and evidence it has been paid	Amount of Regional Electricity Company's Invoice (exclusive of VAT)
3b	Backhaul	Reimbursement of lump sum payment by Infrastructure Provider for provision of Backhaul to the Site	Invoice from the Backhaul provider and evidence it has been paid	Amount of the Backhaul provider's Invoice (exclusive of VAT)
4	Build Completion	Completion of Infrastructure Works	Certificate from Independent Tester in the form provided in Schedule 4 Part 4 that Infrastructure Works have been completed in accordance with the Authority Technical Requirements and the Infrastructure Provider Solution	Amount specified in Pricing Schedule
5	Service Live	4G LTE(A) service available for area served by Site in accordance with Authority Technical Requirements, and	1 Certificate from Independent Tester in the form provided in Schedule 4 Part 4 that the equipment installed is live and if functioning according to specification will provide a 4G Service throughout the	Amount specified in Pricing Schedule

		Infrastructure Provider has entered into contract with at least one service provider to provide service	2	Coverage Area Certificate from the Independent Tester in the form provided in Schedule 4 Part 4 that sample and user experience checks, including and not limited to voice and data services, within coverage plots specified by the Authority demonstrate that a 4G Service is being provided throughout the Coverage Area	
--	--	---	---	--	--

Schedule 5 Appendix 2: Initial Sites Milestone Payments

SFT 001	NJ8437065509
SFT 002	NK0345228950
SFT 004	NS1937794017
SFT 007	NT5818670408
SFT 009	NC2029259761
SFT 015	NG1067489424
SFT 018	HY2278710809
SFT 022	NT2814214000
SFT 025	HU6816271350
SFT 028	NB3756911287
SFT 029	NH3139254594
SFT 030	NR7997396016
SFT 031	NX1655864530
SFT 032	NG5834610180
SFT 033	NG7102242405
SFT 042	NR6692809647

SFT 001	NJ8437065509
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)							
Primary Activity	Detailed Activity	Detailed Activity Price (per Unit or Work Package)	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
		this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet		this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet			
Milestone Payment 1: Key Consents	MSV	Site Survey					
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings					
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application					
		LVIA (Landscape & Visual Impact Assessment)					
		Ecology Study					
		Archeological Study					
		ZTV/ Wire Frames					
	Milestone 1 PMO costs						
Planning Drawings							
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing					
		Milestone 2 PMO costs					
		GDC (Define)					
Milestone Payments 3a and 3b: Power Backhaul	Power and Backhaul	N/A				Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for	

							provision of Power and Backhaul to the Site (per Schedule 5 Appendix 1 of the Grant Agreement)
Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)	██████	█	█		Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	██████	█	█		Provided by DNO
		Extra-over for hand-dig per Lin Metre	██████	█	█		Provided by DNO
		UPVC duct per Lin Metre	██████	█	█		Provided by DNO
		Tarmac/concrete reinstatement	██████	█	█		Provided by DNO
		Milestone 3 PMO costs	██████	█	██████		
		Bidder Management Fee	██████	█	██████		
		Prelims/ Site Set up with HSQ	██████	█	██████		
		Xm wide permanent access road-imported material- per lin meter	██████	█	█		
		Xm wide permanent access track local as dug material-per lin meter	██████	█	█	██████	
		ATV construction access	██████	█	█		
		Meter Cabinet including concrete base	██████	█	██████		
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	██████	█	██████		
		4 Gantry Poles & Bases	██████	█	██████		
		100mm wide cable tray per lin meter	██████	█	█		
		300mm wide cable ladder per lin meter	██████	█	██████		
		Rigging Sundries Allowance	██████	█	██████		
		Transporting materials	██████	█	██████		
		Geotech - Desktop	██████	█	██████		

	Survey				
	Geotech Stage 1	██████		██████	
	Geotech Stage 2	██████		██	
	Bore holes	██████		██	
	Disposal off site, of spoil arising, if applicable	██████	██	██████	
	Archaeology	██████		██	
	Archaeology	██████		██	
	Rigging Services (X days -X Man Team) [dependent on microwave requirements]	██████		██	Assume BT fibre - no MW rigging required
	Electrical Install - including attendance at REC connection	██████		██████	
	Lightening Protection - Greenfield Site	██████		██████	
	Lightening Protection - Rock Site	██████		██	
	All plant and labour, excavation, shuttering and reinforcement and cast concrete base	██████		██████	
	All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	██████		██	
	Gravel finish to compound (Xm x Xm)	██████		██████	
	Form new compound (Xm)	██████		██████	
	Fence & gates Timber stock proof (40m)	██████		██	
	Fence & gates security mesh (40m)	██████		██████	
	Site locks allowance	██████		██████	
	Site signage allowance	██████		██████	
	Xm x Xm temporary trackway for crane set-up area where required	██████		██	
	Tower Delivery (including transport survey)	██████		██████	
	Crane (standard)	██████		██████	

	Crane (tracked spider)	██████	█	█	
	Tower 30m	██████	█	██████	
	Helicopter lifting, positioning and site support if required	██████	█	█	
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████	█	█	
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████	█	█	
	Cherry picker up to Xm platform height per day if required	██████	█	█	
	Build Management	██████	█	██████	
	Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site, measure 1 x existing bridge and carry out calculations and report)	██████	█	█	
Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	██████	█	█		

		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	██████	█	█			
		Milestone 4 - PMO costs	██████	█	██████			
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	██████	█	█			
Milestone Payment 5: Service Live	Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off	██████	█	██████			
		Other (please add a new line for each other detailed activity pertinent to this milestone)	█	█	█			██████
		Milestone 5 - PMO costs	██████	█	██████			

SFT 002	NK0345228950
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)								
Primary Activity	Detailed Activity <i>this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet</i>	Detailed Activity Price (per Unit or Work Package Price) <i>this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet</i>	No. of Units or Work Package	Total Price	Activity	Milestone Payment	Explanatory Notes	
Milestone Payment 1: Key Consents	MSV	Site Survey						
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings						
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application						
		LVIA (Landscape & Visual Impact Assessment)						
		Ecology Study						
		Archeological Study						
		ZTV/ Wire Frames						
		Milestone 1 PMO costs						
		Planning Drawings						
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing						
		Milestone 2 PMO costs						
		GDC (Define)						

Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A					Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power and Backhaul to the Site (per Schedule 5 Appendix 1 of the Grant Agreement)
Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)					Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)					Provided by DNO
		Extra-over for hand-dig per Lin Metre					Provided by DNO
		UPVC duct per Lin Metre					Provided by DNO
		Tarmac/concrete reinstatement					Provided by DNO
		Milestone 3 PMO costs					
		Bidder Management Fee					
		Prelims/ Site Set up with HSQ					
		Xm wide permanent access road-imported material- per lin meter					
		Xm wide permanent access track local as dug material-per lin meter					
		ATV construction access					
		Meter Cabinet including concrete base					
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage					
		4 Gantry Poles &					

		Bases				
		100mm wide cable tray per lin meter	██████		██	
		300mm wide cable ladder per lin meter	██████		██████	
		Rigging Sundries Allowance	██████		██████	
		Transporting materials	██████		██████	
		Geotech - Desktop Survey	██████		██████	
		Geotech Stage 1	██████		██████	
		Geotech Stage 2	██████		██	
		Bore holes	██████		██	
		Disposal off site, of spoil arising, if applicable	██████		██████	
		Archaeology	██████		██	
		Archaeology	██████		██	
		Rigging Services (X days -X Man Team) [dependent on microwave requirements]	██████		██	Assume BT fibre - no MW rigging required
		Electrical Install - including attendance at REC connection	██████		██████	
		Lightening Protection - Greenfield Site	██████		██████	
		Lightening Protection - Rock Site	██████		██	
		All plant and labour, excavation, shuttering and reinforcement and cast concrete base	██████		██████	
		All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	██████		██	
		Gravel finish to compound (Xm x Xm)	██████		██████	
		Form new compound (Xm)	██████		██████	
Fence & gates Timber	██████		██			

	stock proof (40m)			
	Fence & gates security mesh (40m)	██████		██████
	Site locks allowance	██████		██████
	Site signage allowance	██████		██████
	Xm x Xm temporary trackway for crane set-up area where required	██████		██
	Tower Delivery (including transport survey)	██████		██████
	Crane (standard)	██████		██████
	Crane (tracked spider)	██████		██
	Tower 30m	██████		██████
	Helicopter lifting, positioning and site support if required	██████		██
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██
	Cherry picker up to Xm platform height per day if required	██████		██
	Build Management	██████		██████
	Bridge Survey for structural analysis for a bridge off the	██████		██

		public highway (Bridge engineer attend site , measure 1 x existing bridge and carry out calculations and report)					
		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	██████	█	█		
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	██████	█	█		
		Milestone 4 - PMO costs	██████	█	██████		
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	██████	█	█		
Milestone Payment 5: Service Live	Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off	██████	█	██████	██████	
		Other (please add a new line for each other detailed activity pertinent to this milestone)	█	█	█		
		Milestone 5 - PMO costs	██████	█	██████		

SFT 004	NS1937794017
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)							
Primary Activity	Detailed Activity this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	Detailed Activity Price (per Unit or Work Package Price) this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
Milestone Payment 1: Key Consents	MSV	Site Survey					
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings					
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application					
		L VIA (Landscape & Visual Impact Assessment)					
		Ecology Study					
		Archeological Study					
		ZTV/ Wire Frames					
		Milestone 1 PMO costs					
	Planning Drawings						
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing					
		Milestone 2 PMO costs					
		GDC (Define)					
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A				Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for	

							provision of Power and Backhaul to the Site (per Schedule 5 Appendix 1 of the Grant Agreement)
Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)	██████		██	██████████	Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	██████		██		Provided by DNO
		Extra-over for hand-dig per Lin Metre	██████		██		Provided by DNO
		UPVC duct per Lin Metre	██████		██		Provided by DNO
		Tarmac/concrete reinstatement	██████		██		Provided by DNO
		Milestone 3 PMO costs	████████		██████		
		Bidder Management Fee	████████		██████		
		Prelims/ Site Set up with HSQ	████████		██████		
		Xm wide permanent access road-imported material- per lin meter	██████		██		
		Xm wide permanent access track local as dug material-per lin meter	██████		██		
		ATV construction access	████████		██		
		Meter Cabinet including concrete base	████████		██████		
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	████████		██████		
		4 Gantry Poles & Bases	████████		██████		
		100mm wide cable tray per lin meter	██████		██		
		300mm wide cable ladder per lin meter	██████		██████		
		Rigging Sundries Allowance	██████		██████		
		Transporting materials	████████		██████		
		Geotech - Desktop Survey	██████		██████		
		Geotech Stage 1	████████		██████		
		Geotech Stage 2	████████		██		

	Bore holes	██████		██	
	Disposal off site, of spoil arising, if applicable	██████		██████	
	Archaeology	██████		██████	
	Archaeology	██████		██	
	Rigging Services (X days -X Man Team) [dependent on microwave requirements]	██████		██	Assume BT fibre - no MW rigging required
	Electrical Install - including attendance at REC connection	██████		██████	
	Lightening Protection - Greenfield Site	██████		██████	
	Lightening Protection - Rock Site	██████		██	
	All plant and labour, excavation, shuttering and reinforcement and cast concrete base	██████		██████	
	All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	██████		██	
	Gravel finish to compound (Xm x Xm)	██████		██████	
	Form new compound (Xm)	██████		██████	
	Fence & gates Timber stock proof (40m)	██████		██	
	Fence & gates security mesh (40m)	██████		██████	
	Site locks allowance	██████		██████	
	Site signage allowance	██████		██████	
	Xm x Xm temporary trackway for crane set-up area where required	██████		██	
	Tower Delivery (including transport survey)	██████		██████	
	Crane (standard)	██████		██████	
	Crane (tracked spider)	██████		██	
	Tower 30m	██████		██████	
	Helicopter lifting, positioning and site support if required	██████		██	

	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required					
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required					
	Cherry picker up to Xm platform height per day if required					
	Build Management					
	Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site , measure 1 x existing bridge and carry out calculations and report)					
	Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).					
	Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete					

		Milestone 4 - PMO costs	████████	█	████████		
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	████████	█	█		
Milestone Payment 5: Service Live	Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off	████████	█	████████		
		Other (please add a new line for each other detailed activity pertinent to this milestone)	█	█	█	████████	
		Milestone 5 - PMO costs	████████	█	████████		

SFT 007	NT5818670408
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)							
Primary Activity	Detailed Activity	Detailed Activity Price (per Unit or Work Package Price)	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
	this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet					
Milestone Payment 1: Key Consents	MSV	Site Survey					
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings					
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application					
		LVIA (Landscape & Visual Impact Assessment)					
		Ecology Study					
		Archeological Study					
		ZTV/ Wire Frames					
	Milestone 1 PMO costs						
Planning Drawings							
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing					
		Milestone 2 PMO costs					
		GDC (Define)					
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A				Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power and Backhaul to the Site	

							(per Schedule 5 Appendix 1 of the Grant Agreement)
Milestone Payment Build Completion	4: Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)	██████	█	█		Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	██████	█	█		Provided by DNO
		Extra-over for hand-dig per Lin Metre	██████	█	█		Provided by DNO
		UPVC duct per Lin Metre	██████	█	█		Provided by DNO
		Tarmac/concrete reinstatement	██████	█	█		Provided by DNO
		Milestone 3 PMO costs	██████	█	██████		
		Bidder Management Fee	██████	█	██████		
		Prelims/ Site Set up with HSQ	██████	█	██████		
		Xm wide permanent access road-imported material- per lin meter	██████	█	█		
		Xm wide permanent access track local as dug material-per lin meter	██████	█	█	██████	
		ATV construction access	██████	█	██████		
		Meter Cabinet including concrete base	██████	█	██████		
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	██████	█	██████		
		4 Gantry Poles & Bases	██████	█	██████		
		100mm wide cable tray per lin meter	██████	█	█		
		300mm wide cable ladder per lin meter	██████	█	██████		
		Rigging Sundries Allowance	██████	█	██████		
		Transporting materials	██████	█	██████		
		Geotech Desktop Survey	██████	█	██████		

	Geotech Stage 1	██████		██████	
	Geotech Stage 2	██████		██	
	Bore holes	██████		██	
	Disposal off site, of spoil arising, if applicable	██████		██████	
	Archaeology	██████		██████	
	Archaeology	██████		██	
	Rigging Services (X days -X Man Team) [dependent on microwave requirements]	██████		██	Assume BT fibre - no MW rigging required
	Electrical Install - including attendance at REC connection	██████		██████	
	Lightening Protection - Greenfield Site	██████		██████	
	Lightening Protection - Rock Site	██████		██	
	All plant and labour, excavation, shuttering and reinforcement and cast concrete base	██████		██████	
	All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	██████		██	
	Gravel finish to compound (Xm x Xm)	██████		██████	
	Form new compound (Xm)	██████		██████	
	Fence & gates Timber stock proof (40m)	██████		██	
	Fence & gates security mesh (40m)	██████		██████	
	Site locks allowance	██████		██████	
	Site signage allowance	██████		██████	
	Xm x Xm temporary trackway for crane set-up area where required	██████		██	
	Tower Delivery (including transport survey)	██████		██████	
	Crane (standard)	██████		██	
	Crane (tracked)	██████		██████	

	spider)				
	Tower 30m	████████		████████	
	Helicopter lifting, positioning and site support if required	████████		██	
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██	
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██	
	Cherry picker up to Xm platform height per day if required	██████		██	
	Build Management	████████		██████	
	Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site , measure 1 x existing bridge and carry out calculations and report)	████████		██	
	Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	████████		██	

		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	██████	█	██████		
		Milestone 4 - PMO costs	██████	█	██████		
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	██████	█	█		
Milestone Payment 5: Service Live	Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off	██████	█	██████		
		Other (please add a new line for each other detailed activity pertinent to this milestone)	█	█	█	██████	
		Milestone 5 - PMO costs	██████	█	██████		

SFT 009	NC2029259761
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)							
Primary Activity	Detailed Activity this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	Detailed Activity Price (per Unit or Work Package Price) this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
Milestone Payment 1: Key Consents	MSV	Site Survey					
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings					
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application					
		L VIA (Landscape & Visual Impact Assessment)					
		Ecology Study					
		Archeological Study					
		ZTV/ Wire Frames					
		Milestone 1 PMO costs					
	Planning Drawings						
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing					
		Milestone 2 PMO costs					
		GDC (Define)					
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A				Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power and Backhaul to	

							the Site (per Schedule 5 Appendix 1 of the Grant Agreement)
Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)	██████		██	██████	Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	██████		██		Provided by DNO
		Extra-over for hand-dig per Lin Metre	██████		██		Provided by DNO
		UPVC duct per Lin Metre	██████		██		Provided by DNO
		Tarmac/concrete reinstatement	██████		██		Provided by DNO
		Milestone 3 PMO costs	██████		██████		
		Bidder Management Fee	██████		██████		
		Prelims/ Site Set up with HSQ	██████		██████		
		Xm wide permanent access road-imported material- per lin meter	██████		██		
		Xm wide permanent access track local as dug material-per lin meter	██████		██		
		ATV construction access	██████	██	██████		
		Meter Cabinet including concrete base	██████		██████		
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	██████		██████		
		4 Gantry Poles & Bases	██████		██████		
		100mm wide cable tray per lin meter	██████		██		
		300mm wide cable ladder per lin meter	██████		██████		
		Rigging Sundries Allowance	██████		██████		
		Transporting materials	██████		██████		
		Geotech - Desktop Survey	██████		██████		
		Geotech Stage 1	██████		██████		
		Geotech Stage 2	██████		██████		
		Bore holes	██████		██████		
Disposal off site, of spoil arising, if	██████		██				

	applicable				
	Archaeology	██████		██████	
	Archaeology	██████		██	
	Rigging Services (X days -X Man Team) [dependent on microwave requirements]	██████		██	Assume BT fibre - no MW rigging required
	Electrical Install - including attendance at REC connection	██████		██████	
	Lightening Protection - Greenfield Site	██████		██	
	Lightening Protection - Rock Site	██████		██████	
	All plant and labour, excavation, shuttering and reinforcement and cast concrete base	██████		██	
	All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	██████		██████	
	Gravel finish to compound (Xm x Xm)	██████		██	
	Form new compound (Xm)	██████		██████	
	Fence & gates Timber stock proof (40m)	██████		██████	
	Fence & gates security mesh (40m)	██████		██	
	Site locks allowance	██████		██████	
	Site signage allowance	██████		██████	
	Xm x Xm temporary trackway for crane set-up area where required	██████		██	
	Tower Delivery (including transport survey)	██████		██████	
	Crane (standard)	██████		██	
	Crane (tracked spider)	██████		██████	
	Tower 30m	██████		██████	
	Helicopter lifting, positioning and site support if required	██████		██	
Xm wide 'Temporary' access trackway including all insurances, security, preparation and	██████		██		

		making good, approx. X square metres for X month(s) if required				
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	■	■	■	
		Cherry picker up to Xm platform height per day if required	■	■	■	
		Build Management	■	■	■	
		Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site, measure 1 x existing bridge and carry out calculations and report)	■	■	■	
		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	■	■	■	
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	■	■	■	
		Milestone 4 -PMO costs	■	■	■	
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	■	■	■	
Milestone	Service Live	Site Quality	■	■	■	■

Payment 5: Service Live		Inspection & Acceptance: Independent Certifier Sign Off					
		Other (please add a new line for each other detailed activity pertinent to this milestone)	■	■	■		
		Milestone 5 -PMO costs	■	■	■		

SFT 015	NG1067489424
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)							
Primary Activity	Detailed Activity	Detailed Activity Price (per Unit or Work Package Price)	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
	Detailed Activity this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	Detailed Activity Price (per Unit or Work Package Price) this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet					
Milestone Payment 1: Key Consents	MSV	Site Survey					
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings					
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application					
		LVIA (Landscape & Visual Impact Assessment)					
		Ecology Study					
		Archeological Study					
		ZTV/ Wire Frames					
	Milestone 1 PMO costs						
Planning Drawings							
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing					
		Milestone 2 PMO costs					
		GDC (Define)					
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A				Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power and Backhaul to the Site (per Schedule 5 Appendix 1 of the Grant Agreement)	
Milestone Payment 4:	Build Completion	Excavation and Reinstatement of trench				Provided by DNO	

Build Completion	for services per Lin Metre (soft dig)				
	Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	██████	█	█	Provided by DNO
	Extra-over for hand-dig per Lin Metre	██████	█	█	Provided by DNO
	UPVC duct per Lin Metre	██████	█	█	Provided by DNO
	Tarmac/concrete reinstatement	██████	█	█	Provided by DNO
	Milestone 3 PMO costs	██████	█	██████	
	Bidder Management Fee	██████	█		
	Prelims/ Site Set up with HSQ	██████	█	██████	
	Xm wide permanent access road- imported material- per lin meter	██████	█	█	
	Xm wide permanent access track local as dug material-per lin meter	██████	█	█	
	ATV construction access	██████	█	██████	
	Meter Cabinet including concrete base	██████	█	██████	
	Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	██████	█	██████	
	4 Gantry Poles & Bases	██████	█	██████	
	100mm wide cable tray per lin meter	██████	█	█	
	300mm wide cable ladder per lin meter	██████	█	██████	
	Rigging Sundries Allowance	██████	█	██████	
	Transporting materials	██████	█	██████	
	Geotech - Desktop Survey	██████	█	██████	
	Geotech Stage 1	██████	█	██████	
	Geotech Stage 2	██████	█	██████	
	Bore holes	██████	█	██████	
	Disposal off site, of spoil arising, if applicable	██████	█	█	
	Archaeology	██████	█	█	
	Archaeology	██████	█	█	
	Rigging Services (X days - X Man Team) [dependent on microwave requirements]	██████	█	█	Assume BT fibre - no MW rigging required
	Electrical Install - including attendance at REC connection	██████	█	██████	
	Lightening Protection - Greenfield Site	██████	█	█	
	Lightening Protection - Rock Site	██████	█	██████	
	All plant and labour, excavation, shuttering and reinforcement and cast concrete base	██████	█	█	
	All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	██████	█	██████	
	Gravel finish to compound (Xm x Xm)	██████	█	█	

		Form new compound (Xm)	██████		██████		
		Fence & gates Timber stock proof (40m)	██████		██████		
		Fence & gates security mesh (40m)	██████		██		
		Site locks allowance	██████		██████		
		Site signage allowance	██████		██████		
		Xm x Xm temporary trackway for crane set-up area where required	██████		██		
		Tower Delivery (including transport survey)	██████		██████		
		Crane (standard)	██████		██		
		Crane (tracked spider)	██████		██████		
		Tower 30m	██████				
		Helicopter lifting, positioning and site support if required	██████		██		
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██		
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██		
		Cherry picker up to Xm platform height per day if required	██████		██		
		Build Management	██████		██████		
		Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site , measure 1 x existing bridge and carry out calculations and report)	██████		██		
		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	██████		██		
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	██████		██		
		Milestone 4 -PMO costs	██████		██████		
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	██████		██		
Milestone	Service Live	Site Quality Inspection &	██████		██████	██████	

Payment 5: Service Live		Acceptance: Independent Certifier Sign Off					
		Other (please add a new line for each other detailed activiy pertinent to this milestone)	■	■	■		
		Milestone 5 -PMO costs	■	■	■		

SFT 018	HY2278710809
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)							
Primary Activity	Detailed Activity this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	Detailed Activity Price (per Unit or Work Package Price) this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
Milestone Payment 1: Key Consents	MSV	Site Survey					
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings					
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application					
		LVIA (Landscape & Visual Impact Assessment)					
		Ecology Study					
		Archeological Study					
		ZTV/ Wire Frames					
	Milestone 1 PMO costs						
Planning Drawings							
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing					
		Milestone 2 PMO costs					
		GDC (Define)					
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A				Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power and Backhaul to the Site (per Schedule 5 Appendix 1 of	

							the Grant Agreement)
Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)	██████	█	█		Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	██████	█	█		Provided by DNO
		Extra-over for hand-dig per Lin Metre	██████	█	█		Provided by DNO
		UPVC duct per Lin Metre	██████	█	█		Provided by DNO
		Tarmac/concrete reinstatement	██████	█	█		Provided by DNO
		Milestone 3 PMO costs	██████	█	██████		
		Bidder Management Fee	██████	█	██████		
		Prelims/ Site Set up with HSQ	██████	█	██████		
		Xm wide permanent access road-imported material-per lin meter	██████	█	█		
		Xm wide permanent access track local as dug material-per lin meter	██████	█	█		
		ATV construction access	██████	█	█		
		Meter Cabinet including concrete base	██████	█	██████	██████	
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	██████	█	██████		
		4 Gantry Poles & Bases	██████	█	██████		
		100mm wide cable tray per lin meter	██████	█	█		
		300mm wide cable ladder per lin meter	██████	█	██████		
		Rigging Sundries Allowance	██████	█	██████		
		Transporting materials	██████	█	██████		
		Geotech - Desktop Survey	██████	█	██████		
		Geotech Stage 1	██████	█	██████		
		Geotech Stage 2	██████	█	██████		
		Bore holes	██████	█	█		
		Disposal off site, of spoil arising, if applicable	██████	█	██████		
		Archaeology	██████	█	██████		
		Archaeology	██████	█	█		
		Rigging Services (X days -X Man Team) [dependent on microwave	██████	█	█		Assume BT fibre - no MW rigging required

		requirements]				
		Electrical Install - including attendance at REC connection	██████		██████	
		Lightening Protection - Greenfield Site	██████		██████	
		Lightening Protection - Rock Site	██████		██	
		All plant and labour, excavation, shuttering and reinforcement and cast concrete base	██████		██████	
		All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	██████		██	
		Gravel finish to compound (Xm x Xm)	██████		██████	
		Form new compound (Xm)	██████		██████	
		Fence & gates Timber stock proof (40m)	██████		██████	
		Fence & gates security mesh (40m)	██████		██	
		Site locks allowance	██████		██████	
		Site signage allowance	██████		██████	
		Xm x Xm temporary trackway for crane set-up area where required	██████		██	
		Tower Delivery (including transport survey)	██████		██████	
		Crane (standard)	██████		██████	
		Crane (tracked spider)	██████		██	
		Tower 30m	██████		██████	
		Helicopter lifting, positioning and site support if required	██████		██	
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██	
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██	
		Cherry picker up to Xm platform height per day if required	██████		██	
		Build Management	██████		██████	

		Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site , measure 1 x existing bridge and carry out calculations and report)	██████	█	█		
		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	██████	█	█		
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	██████	█	█		
		Milestone 4 -PMO costs	██████	█	██████		
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	██████	█	█		
Milestone Payment 5: Service Live	Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off	██████	█	██████	██████	
		Other (please add a new line for each other detailed activity pertinent to this milestone)	█	█	█		
		Milestone 5 -PMO costs	██████	█	██████		

SFT 022	NT2814214000
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)							
Primary Activity	Detailed Activity this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	Detailed Activity Price (per Unit or Work Package Price) this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
Milestone Payment 1: Key Consents	MSV	Site Survey					
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings					
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application					
		L VIA (Landscape & Visual Impact Assessment)					
		Ecology Study					
		Archeological Study					
		ZTV/ Wire Frames					
		Milestone 1 PMO costs					
	Planning Drawings						
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing					
		Milestone 2 PMO costs					
		GDC (Define)					
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A				Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power and Backhaul to the Site (per	

							Schedule 5 Appendix 1 of the Grant Agreement)
Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)	██████	█	█		Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	██████	█	█		Provided by DNO
		Extra-over for hand-dig per Lin Metre	██████	█	█		Provided by DNO
		UPVC duct per Lin Metre	██████	█	█		Provided by DNO
		Tarmac/concrete reinstatement	██████	█	█		Provided by DNO
		Milestone 3 PMO costs	██████	█	██████		
		Bidder Management Fee	██████	█	██████		
		Prelims/ Site Set up with HSQ	██████	█	██████		
		Xm wide permanent access road-imported material-per lin meter	██████	█	█		
		Xm wide permanent access track local as dug material-per lin meter	██████	█	█		
		ATV construction access	██████	█	█		
		Meter Cabinet including concrete base	██████	█	██████	██████	
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	██████	█	██████		
		4 Gantry Poles & Bases	██████	█	██████		
		100mm wide cable tray per lin meter	██████	█	█		
		300mm wide cable ladder per lin meter	██████	█	██████		
		Rigging Sundries Allowance	██████	█	██████		
		Transporting materials	██████	█	██████		
		Geotech - Desktop Survey	██████	█	██████		
		Geotech Stage 1	██████	█	██████		
		Geotech Stage 2	██████	█	█		
		Bore holes	██████	█	█		
		Disposal off site, of spoil arising, if applicable	██████	█	██████		
		Archaeology	██████	█	██████		
		Archaeology	██████	█	█		
		Rigging Services (X days -X Man Team) [dependent on	██████	█	█		Assume BT fibre - no MW rigging

		microwave requirements]				required
		Electrical Install - including attendance at REC connection	██████		██████	
		Lightening Protection - Greenfield Site	██████		██████	
		Lightening Protection - Rock Site	██████		██	
		All plant and labour, excavation, shuttering and reinforcement and cast concrete base	██████		██████	
		All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	██████		██	
		Gravel finish to compound (Xm x Xm)	██████		██████	
		Form new compound (Xm)	██████		██████	
		Fence & gates Timber stock proof (40m)	██████		██████	
		Fence & gates security mesh (40m)	██████		██	
		Site locks allowance	██████		██████	
		Site signage allowance	██████		██████	
		Xm x Xm temporary trackway for crane set-up area where required	██████		██	
		Tower Delivery (including transport survey)	██████		██████	
		Crane (standard)	██████		██████	
		Crane (tracked spider)	██████		██	
		Tower 30m	██████		██████	
		Helicopter lifting, positioning and site support if required	██████		██	
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██	
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██	
		Cherry picker up to	██████		██	

		Xm platform height per day if required				
		Build Management	██████	█	██████	
		Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site, measure 1 x existing bridge and carry out calculations and report)	██████	█	█	
		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	██████	█	██████	
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	██████	█	█	
		Milestone 4 -PMO costs	██████	█	██████	
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	██████	█	█	
Milestone Payment 5: Service Live	Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off	██████	█	██████	
		Other (please add a new line for each other detailed activity pertinent to this milestone)	█	█	█	██████
		Milestone 5 -PMO costs	██████	█	██████	

SFT 025	HU6816271350
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)							
Primary Activity	Detailed Activity this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	Detailed Activity Price (per Unit or Work Package Price) this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
Milestone Payment 1: Key Consents	MSV	Site Survey					
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings					
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application					
		LVIA (Landscape & Visual Impact Assessment)					
		Ecology Study					
		Archeological Study					
		ZTV/ Wire Frames					
		Milestone 1 PMO costs					
	Planning Drawings						
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing					
		Milestone 2 PMO costs					
		GDC (Define)					
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A				Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power and Backhaul to the Site (per Schedule 5 Appendix 1 of the Grant Agreement)	

Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)				[REDACTED]	Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)					Provided by DNO
		Extra-over for hand-dig per Lin Metre					Provided by DNO
		UPVC duct per Lin Metre					Provided by DNO
		Tarmac/concrete reinstatement					Provided by DNO
		Milestone 3 PMO costs					
		Bidder Management Fee					
		Prelims/ Site Set up with HSQ					
		Xm wide permanent access road-imported material-per lin meter					
		Xm wide permanent access track local as dug material-per lin meter					
		ATV construction access					
		Meter Cabinet including concrete base					
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage					
		4 Gantry Poles & Bases					
		100mm wide cable tray per lin meter					
		300mm wide cable ladder per lin meter					
		Rigging Sundries Allowance					
		Transporting materials					
		Geotech - Desktop Survey					
		Geotech Stage 1					
		Geotech Stage 2					
		Bore holes					
		Disposal off site, of spoil arising, if applicable					
		Archaeology					
		Archaeology					
		Rigging Services (X days -X Man Team) [dependent on microwave requirements]					Assume 1 hop to BT exchange - Link provided by BT
		Electrical Install - including attendance at REC connection					
Lightening Protection -							

	Greenfield Site				
	Lightening Protection - Rock Site	██████		██████	
	All plant and labour, excavation, shuttering and reinforcement and cast concrete base	██████		██	
	All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	██████		██████	
	Gravel finish to compound (Xm x Xm)	██████		██	
	Form new compound (Xm)	██████		██████	
	Fence & gates Timber stock proof (40m)	██████		██████	
	Fence & gates security mesh (40m)	██████		██	
	Site locks allowance	██████		██████	
	Site signage allowance	████		████	
	Xm x Xm temporary trackway for crane set-up area where required	██████		██	
	Tower Delivery (including transport survey)	██████		██████	
	Crane (standard)	██████		██	
	Crane (tracked spider)	██████		██████	
	Tower 30m	██████		██████	
	Helicopter lifting, positioning and site support if required	██████		██	
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	████		██	
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	████		██	
	Cherry picker up to Xm platform height per day if required	██████		██	
	Build Management	██████		██████	

		Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site, measure 1 x existing bridge and carry out calculations and report)					
		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).					
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete					
		Milestone 4 -PMO costs					
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)					Site located in the Outer Skerries. The MSV report confirms 3 ferries are required to reach the island from the mainland
Milestone Payment 5: Service Live	Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off					
		Other (please add a new line for each other detailed activity pertinent to this milestone)					
		Milestone 5 -PMO costs					

SFT 028	NB3756911287
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)								
	Primary Activity	Detailed Activity this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	Detailed Activity Price (per Unit or Work Package Price) this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
Milestone Payment 1: Key Consents	MSV	Site Survey						
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings						
	Planning		Planning Submission, Photo Montage, application & advert Fee - per application					
			LVIA (Landscape & Visual Impact Assessment)					
			Ecology Study					
			Archeological Study					
			ZTV/ Wire Frames					
			Milestone 1 PMO costs					
			Planning Drawings					
	Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing					
Milestone 2 PMO costs								
GDC (Define)								
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A					Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power and Backhaul to the Site (per Schedule 5 Appendix 1 of the Grant Agreement)	
Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft					Provided by DNO	

		dig)				
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	██████		██████	Provided by DNO
		Extra-over for hand-dig per Lin Metre	██████		██████	Provided by DNO
		UPVC duct per Lin Metre	██████		██████	Provided by DNO
		Tarmac/concrete reinstatement	██████		██████	Provided by DNO
		Milestone 3 PMO costs	██████		██████	
		Bidder Management Fee	██████		██████	
		Prelims/ Site Set up with HSQ	██████		██████	
		Xm wide permanent access road- imported material- per lin meter	██████		██████	
		Xm wide permanent access track local as dug material-per lin meter	██████		██████	
		ATV construction access	██████		██████	
		Meter Cabinet including concrete base	██████		██████	
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	██████		██████	
		4 Gantry Poles & Bases	██████		██████	
		100mm wide cable tray per lin meter	██████		██████	
		300mm wide cable ladder per lin meter	██████		██████	
		Rigging Sundries Allowance	██████		██████	
		Transporting materials	██████		██████	
		Geotech - Desktop Survey	██████		██████	
		Geotech Stage 1	██████		██████	
		Geotech Stage 2	██████		██████	
		Bore holes	██████		██████	
		Disposal off site, of spoil arising, if applicable	██████		██████	
		Archaeology	██████		██████	
		Archaeology	██████		██████	
		Rigging Services (X days -X Man Team) [dependent on microwave requirements]	██████		██████	Assume Microwave Hop installation costs covered in Transmission Capex costs as pass through
		Electrical Install - including attendance at REC connection	██████		██████	

	Lightening Protection - Greenfield Site	██████	█	█	
	Lightening Protection - Rock Site	██████	█	██████	
	All plant and labour, excavation, shuttering and reinforcement and cast concrete base	██████	█	█	
	All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	██████	█	██████	
	Gravel finish to compound (Xm x Xm)	██████	█	█	
	Form new compound (Xm)	██████	█	██████	
	Fence & gates Timber stock proof (40m)	██████	█	██████	
	Fence & gates security mesh (40m)	██████	█	█	
	Site locks allowance	██████	█	██████	
	Site signage allowance	██████	█	██████	
	Xm x Xm temporary trackway for crane set-up area where required	██████	█	█	
	Tower Delivery (including transport survey)	██████	█	██████	
	Crane (standard)	██████	█	█	
	Crane (tracked spider)	██████	█	██████	
	Tower 30m	██████	█	██████	
	Helicopter lifting, positioning and site support if required	██████	█	█	
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████	█	█	
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████	█	█	
	Cherry picker up to Xm platform height per day if required	██████	█	█	

		Build Management	██████████	█	██████████		
		Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site, measure 1 x existing bridge and carry out calculations and report)	██████████	█	██		
		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	██████████	█	██		
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	██████████	█	██		
		Milestone 4 -PMO costs	██████████	█	██████████		
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	██████████	█	██		
Milestone Payment Service Live	5: Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off	██████████	█	██████████	██████████	
		Other (please add a new line for each other detailed activity pertinent to this milestone)	██	█	██		
		Milestone 5 -PMO costs	██████████	█	██████████		

SFT 029	NH3139254594
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)							
	Primary Activity	Detailed Activity this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	Detailed Activity Price (per Unit or Work Package Price) this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes
Milestone Payment 1: Key Consents	MSV	Site Survey					
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings					
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application					
		L VIA (Landscape & Visual Impact Assessment)					
		Ecology Study					
		Archeological Study					
		ZTV/ Wire Frames					
		Milestone 1 PMO costs					
	Planning Drawings						
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs					
		Milestone 2 PMO costs					
		GDC (Define)					
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A					Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure

							Provider for provision of Power and Backhaul to the Site (per Schedule 5 Appendix 1 of the Grant Agreement)
Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)	████	█	█	████	Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	████	█	█		Provided by DNO
		Extra-over for hand-dig per Lin Metre	████	█	█		Provided by DNO
		UPVC duct per Lin Metre	████	█	█		Provided by DNO
		Tarmac/concrete reinstatement	████	█	█		Provided by DNO
		Milestone 3 PMO costs	████	█	██		
		Bidder Management Fee	████	█	██		
		Prelims/ Site Set up with HSQ	████	█	██		
		Xm wide permanent access road- imported material- per lin meter	████	█	██		
		Xm wide permanent access track local as dug material-per lin meter	████	█	█		
		ATV construction access	████	█	██		
		Meter including Cabinet concrete base	████	█	██		
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	██	█	██		
		4 Gantry Poles & Bases	████	█	██		
		100mm wide cable tray per lin meter	████	█	██		
		300mm wide cable ladder per lin meter	████	█	██		
		Rigging Sundries Allowance	████	█	██		
		Transporting materials	████	█	██		
		Geotech - Desktop Survey	████	█	██		
		Geotech Stage 1	████	█	██		
		Geotech Stage 2	████	█	██		
		Bore holes	████	█	█		
		Disposal off site, of spoil arising, if applicable	████	█	██		
		Archaeology	████	█	██		

	Archaeology					
	Rigging Services (X days -X Man Team) [dependent on microwave requirements]					Assume Microwave Hop installation costs covered in Transmission Capex costs as pass through
	Electrical Install - including attendance at REC connection					
	Lightening Protection - Greenfield Site					
	Lightening Protection - Rock Site					
	All plant and labour, excavation, shuttering and reinforcement and cast concrete base					
	All plant and labour, drilling, fixing rock anchors, and supply and fit grillage					
	Gravel finish to compound (Xm x Xm)					
	Form new compound (Xm)					
	Fence & gates Timber stock proof (40m)					
	Fence & gates security mesh (40m)					
	Site locks allowance					
	Site signage allowance					
	Xm x Xm temporary trackway for crane set-up area where required					
	Tower Delivery (including transport survey)					
	Crane (standard)					
	Crane (tracked spider)					
	Tower 30m					
	Helicopter lifting, positioning and site support if required					
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required					
Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx.						

		X square metres for X month(s) if required					
		Cherry picker up to Xm platform height per day if required	██████		█		
		Build Management	██████		█	█	
		Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site, measure 1 x existing bridge and carry out calculations and report)	██████		█	█	
		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	██████		█		
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	██████		█		
		Milestone 4 -PMO costs	██████		█	█	
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	██████		█	█	
Milestone Payment 5: Service Live	Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off	██████		█	█	██████
		Other (please add a new line for each other detailed activity pertinent to this milestone)	█		█		
		Milestone 5 -PMO costs	██████		█	█	

SFT 030	NR7997396016
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)							
Primary Activity	Detailed Activity this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	Detailed Activity Price (per Unit or Work Package Price) this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
Milestone Payment 1: Key Consents	MSV	Site Survey					
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings					
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application					
		LVIA (Landscape & Visual Impact Assessment)					
		Ecology Study					
		Archeological Study					
		ZTV/ Wire Frames					
		Milestone 1 PMO costs					
		Planning Drawings					
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing					
		Milestone 2 PMO costs					
		GDC (Define)					
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A				Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power and Backhaul to the Site (per Schedule 5 Appendix 1 of the Grant Agreement)	

Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)	█	█	█	█	Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	█	█	█	█	Provided by DNO
		Extra-over for hand-dig per Lin Metre	█	█	█	█	Provided by DNO
		UPVC duct per Lin Metre	█	█	█	█	Provided by DNO
		Tarmac/concrete reinstatement	█	█	█	█	Provided by DNO
		Milestone 3 PMO costs	█	█	█	█	
		Bidder Management Fee	█	█	█	█	
		Prelims/ Site Set up with HSQ	█	█	█	█	
		Xm wide permanent access road-imported material-per lin meter	█	█	█	█	
		Xm wide permanent access track local as dug material-per lin meter	█	█	█	█	
		ATV construction access	█	█	█	█	
		Meter Cabinet including concrete base	█	█	█	█	
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	█	█	█	█	
		4 Gantry Poles & Bases	█	█	█	█	
		100mm wide cable tray per lin meter	█	█	█	█	
		300mm wide cable ladder per lin meter	█	█	█	█	
		Rigging Sundries Allowance	█	█	█	█	
		Transporting materials	█	█	█	█	
		Geotech - Desktop Survey	█	█	█	█	
		Geotech Stage 1	█	█	█	█	
		Geotech Stage 2	█	█	█	█	
		Bore holes	█	█	█	█	
		Disposal off site, of spoil arising, if applicable	█	█	█	█	
		Archaeology	█	█	█	█	
		Archaeology	█	█	█	█	
		Rigging Services (X days -X Man Team) [dependent on microwave requirements]	█	█	█	█	Assume Microwave Hop installation costs covered in Transmission Capex costs as pass through

	Electrical Install - including attendance at REC connection	██████		██████	
	Lightening Protection - Greenfield Site	██████		██████	
	Lightening Protection - Rock Site	██████		██	
	All plant and labour, excavation, shuttering and reinforcement and cast concrete base	██████		██████	
	All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	██████		██	
	Gravel finish to compound (Xm x Xm)	██████		██████	
	Form new compound (Xm)	██████		██████	
	Fence & gates Timber stock proof (40m)	██████		██████	
	Fence & gates security mesh (40m)	██████		██	
	Site locks allowance	██████		██████	
	Site signage allowance	██████		██████	
	Xm x Xm temporary trackway for crane set-up area where required	██████		██	
	Tower Delivery (including transport survey)	██████		██████	
	Crane (standard)	██████		██	
	Crane (tracked spider)	██████		██████	
	Tower 30m	██████		██████	
	Helicopter lifting, positioning and site support if required	██████		██	
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██	
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██	
	Cherry picker up to Xm platform height per day if required	██████		██	
Build Management	██████		██████		

		Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site , measure 1 x existing bridge and carry out calculations and report)	██████	█	██████		
		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	██████	█	█		
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	██████	█	█		
		Milestone 4 -PMO costs	██████	█	██████		
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	██████	█	█		
Milestone Payment 5: Service Live	Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off	██████	█	██████	██████	
		Other (please add a new line for each other detailed activiy pertinent to this milestone)	█	█	█		
		Milestone 5 -PMO costs	██████	█	██████		

SFT 031	NX1655864530
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)							
Primary Activity	Detailed Activity this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	Detailed Activity Price (per Unit or Work Package Price) this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
Milestone Payment 1: Key Consents	MSV	Site Survey					
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings					
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application					
		LVIA (Landscape & Visual Impact Assessment)					
		Ecology Study					
		Archeological Study					
		ZTV/ Wire Frames					
		Milestone 1 PMO costs					
	Planning Drawings						
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing					
		Milestone 2 PMO costs					
		GDC (Define)					
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A				Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power and Backhaul to the Site (per Schedule 5 Appendix 1 of the Grant	

							Agreement)
Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)	█		█	█	Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	█		█		Provided by DNO
		Extra-over for hand-dig per Lin Metre	█		█		Provided by DNO
		UPVC duct per Lin Metre	█		█		Provided by DNO
		Tarmac/concrete reinstatement	█		█		Provided by DNO
		Milestone 3 PMO costs	█		█		
		Bidder Management Fee	█		█		
		Prelims/ Site Set up with HSQ	█		█		
		Xm wide permanent access road-imported material-per lin meter	█		█		
		Xm wide permanent access track local as dug material-per lin meter	█		█		
		ATV construction access	█		█		
		Meter Cabinet including concrete base	█		█		
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	█		█		
		4 Gantry Poles & Bases	█		█		
		100mm wide cable tray per lin meter	█		█		
		300mm wide cable ladder per lin meter	█		█		
		Rigging Sundries Allowance	█		█		
		Transporting materials	█		█		
		Geotech - Desktop Survey	█		█		
		Geotech Stage 1	█		█		
		Geotech Stage 2	█		█		
		Bore holes	█		█		
		Disposal off site, of spoil arising, if applicable	█		█		
		Archaeology	█		█		
		Archaeology	█		█		
Rigging Services (X days -X Man Team) [dependent on microwave requirements]	█		█	Assume Microwave Hop to BT Exchange provided by			

						BT
		Electrical Install - including attendance at REC connection	████████		████████	
		Lightening Protection - Greenfield Site	████████		████████	
		Lightening Protection - Rock Site	████████		██	
		All plant and labour, excavation, shuttering and reinforcement and cast concrete base	████████		████████	
		All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	████████		██	
		Gravel finish to compound (Xm x Xm)	████████		████████	
		Form new compound (Xm)	████████		████████	
		Fence & gates Timber stock proof (40m)	████████		████████	
		Fence & gates security mesh (40m)	████████		██	
		Site locks allowance	██████		██████	
		Site signage allowance	██████		██████	
		Xm x Xm temporary trackway for crane set-up area where required	████████		████████	
		Tower Delivery (including transport survey)	████████		████████	
		Crane (standard)	████████		██	
		Crane (tracked spider)	████████		████████	
		Tower 30m	████████		████████	
		Helicopter lifting, positioning and site support if required	████████		██	
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██████	
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██████	
		Cherry picker up to Xm platform height per day if required	████████		██	
		Build Management	████████		████████	

		Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site , measure 1 x existing bridge and carry out calculations and report)	██████	█	█			
		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	██████	█	█			
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	██████	█	█			
		Milestone 4 -PMO costs	██████	█	██████			
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	██████	█	█			
Milestone Payment 5: Service Live	Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off	██████	█	██████			
		Other (please add a new line for each other detailed activity pertinent to this milestone)	█	█	█			██████
		Milestone 5 -PMO costs	██████	█	██████			

SFT 032	NG5834610180
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)							
Primary Activity	Detailed Activity this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	Detailed Activity Price (per Unit or Work Package Price) this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
Milestone Payment 1: Key Consents	MSV	Site Survey					
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings					
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application					
		LVIA (Landscape & Visual Impact Assessment)					
		Ecology Study					
		Archeological Study					
		ZTV/ Wire Frames					
		Milestone 1 PMO costs					
	Planning Drawings						
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing					
		Milestone 2 PMO costs					
		GDC (Define)					
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A				Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power and Backhaul to the Site (per Schedule 5 Appendix 1 of the Grant	

							Agreement)
Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)	██████	█	█		Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	██████	█	█		Provided by DNO
		Extra-over for hand-dig per Lin Metre	██████	█	█		Provided by DNO
		UPVC duct per Lin Metre	██████	█	█		Provided by DNO
		Tarmac/concrete reinstatement	██████	█	█		Provided by DNO
		Milestone 3 PMO costs	██████	█	██████		
		Bidder Management Fee	██████	█	██████		
		Prelims/ Site Set up with HSQ	██████	█	██████		
		Xm wide permanent access road- imported material- per lin meter	██████	█	█		
		Xm wide permanent access track local as dug material-per lin meter	██████	█	█		
		ATV construction access	██████	█	█	██████	
		Meter Cabinet including concrete base	██████	█	██████		
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	██████	█	██████		
		4 Gantry Poles & Bases	██████	█	██████		
		100mm wide cable tray per lin meter	██████	█	█		
		300mm wide cable ladder per lin meter	██████	█	██████		
		Rigging Sundries Allowance	██████	█	██████		
		Transporting materials	██████	█	██████		
		Geotech - Desktop Survey	██████	█	██████		
		Geotech Stage 1	██████	█	██████		
		Geotech Stage 2	██████	█	█		
		Bore holes	██████	█	█		
		Disposal off site, of spoil arising, if applicable	██████	█	██████		
		Archaeology	██████	█	█		
Archaeology	██████	█	█				

	Rigging Services (X days -X Man Team) [dependent on microwave requirements]				Transmission solution uncertain but assume microwave link capex covered in the backhaul capex above
	Electrical Install - including attendance at REC connection				
	Lightening Protection - Greenfield Site				
	Lightening Protection - Rock Site				
	All plant and labour, excavation, shuttering and reinforcement and cast concrete base				
	All plant and labour, drilling, fixing rock anchors, and supply and fit grillage				
	Gravel finish to compound (Xm x Xm)				
	Form new compound (Xm)				
	Fence & gates Timber stock proof (40m)				
	Fence & gates security mesh (40m)				
	Site locks allowance				
	Site signage allowance				
	Xm x Xm temporary trackway for crane set-up area where required				
	Tower Delivery (including transport survey)				
	Crane (standard)				
	Crane (tracked spider)				
	Tower 30m				
	Helicopter lifting, positioning and site support if required				
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if				

		required					
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required					
		Cherry picker up to Xm platform height per day if required					
		Build Management					
		Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site, measure 1 x existing bridge and carry out calculations and report)					
		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).					
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete					
		Milestone 4 -PMO costs					
	Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)						
Milestone Payment 5: Service Live	Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off					

		Other (please add a new line for each other detailed activity pertinent to this milestone)	■	■	■		
		Milestone 5 -PMO costs	■	■	■		

SFT 033	NG7102242405
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)								
	Primary Activity	Detailed Activity this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	Detailed Activity Price (per Unit or Work Package Price) this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
Milestone Payment 1: Key Consents	MSV	Site Survey						
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings						
	Planning		Planning Submission, Photo Montage, application & advert Fee - per application					
			L VIA (Landscape & Visual Impact Assessment)					
			Ecology Study					
			Archeological Study					
			ZTV/ Wire Frames					
			Milestone 1 PMO costs					
			Planning Drawings					
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing						
		Milestone 2 PMO costs						
		GDC (Define)						
Milestone Payments 3a and 3b: Power Backhaul	Power and Backhaul	N/A					Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power and Backhaul to the Site (per Schedule 5 Appendix 1 of the Grant Agreement)	

Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)				[REDACTED]	Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)					Provided by DNO
		Extra-over for hand-dig per Lin Metre					Provided by DNO
		UPVC duct per Lin Metre					Provided by DNO
		Tarmac/concrete reinstatement					Provided by DNO
		Milestone 3 PMO costs					
		Bidder Management Fee					
		Prelims/ Site Set up with HSQ					
		Xm wide permanent access road-imported material-per lin meter					
		Xm wide permanent access track local as dug material-per lin meter					
		ATV construction access					
		Meter Cabinet including concrete base					
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage					
		4 Gantry Poles & Bases					
		100mm wide cable tray per lin meter					
		300mm wide cable ladder per lin meter					
		Rigging Sundries Allowance					
		Transporting materials					
		Geotech - Desktop Survey					
		Geotech Stage 1					
		Geotech Stage 2					
		Bore holes					
		Disposal off site, of spoil arising, if applicable					
		Archaeology					
		Archaeology					
		Rigging Services (X days -X Man Team) [dependent on microwave requirements]					Assume BT provide a connection to the neighbouring BT mast and connection
		Electrical Install - including attendance at REC connection					

	Lightening Protection - Greenfield Site	██████	█	██████	
	Lightening Protection - Rock Site	██████	█	█	
	All plant and labour, excavation, shuttering and reinforcement and cast concrete base	██████	█	██████	
	All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	██████	█	█	
	Gravel finish to compound (Xm x Xm)	██████	█	██████	
	Form new compound (Xm)	██████	█	██████	
	Fence & gates Timber stock proof (40m)	██████	█	██████	
	Fence & gates security mesh (40m)	██████	█	█	
	Site locks allowance	██████	█	██████	
	Site signage allowance	██████	█	██████	
	Xm x Xm temporary trackway for crane set-up area where required	██████	█	█	
	Tower Delivery (including transport survey)	██████	█	██████	
	Crane (standard)	██████	█	█	
	Crane (tracked spider)	██████	█	██████	
	Tower 30m	██████	█	██████	
	Helicopter lifting, positioning and site support if required	██████	█	█	
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████	█	█	
	Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████	█	█	
	Cherry picker up to Xm platform height per day if required	██████	█	█	
	Build Management	██████	█	██████	
	Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site, measure 1 x existing bridge and carry out	██████	█	█	

		calculations and report)					
		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	██████	█	█		
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	██████	█	█		
		Milestone 4 -PMO costs	██████	█	██████		
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	██████	█	█		
Milestone Payment 5: Service Live	Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off	██████	█	██████		
		Other (please add a new line for each other detailed activity pertinent to this milestone)	█	█	█	██████	
		Milestone 5 -PMO costs	██████	█	██████		

SFT 042	NR6692809647
---------	--------------

TOTAL MILESTONE PAYMENTS FOR SITE (EXCLUDING BIDDER FUNDING, IF ANY)							
Primary Activity	Detailed Activity this must match the exact Detailed Activity title included in column C of the Project Catalogue sheet	Detailed Activity Price (per Unit or Work Package Price) this must match the price corresponding to the adjacent Detailed Activity as listed in the Project Catalogue sheet	No. of Units or Work Package	Total Activity Price	Milestone Payment	Explanatory Notes	
Milestone Payment 1: Key Consents	MSV	Site Survey					
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings					
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application					
		LVIA (Landscape & Visual Impact Assessment)					
		Ecology Study					
		Archeological Study					
		ZTV/ Wire Frames					
	Milestone 1 PMO costs						
Planning Drawings							
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs					
		Milestone 2 PMO costs					
		GDC (Define)					
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	N/A				Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power and Backhaul to the Site (per Schedule 5 Appendix 1 of	

							the Grant Agreement)
Milestone Payment 4: Build Completion	Build Completion	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)	█	█	█	█	Provided by DNO
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	█	█	█		Provided by DNO
		Extra-over for hand-dig per Lin Metre	█	█	█		Provided by DNO
		UPVC duct per Lin Metre	█	█	█		Provided by DNO
		Tarmac/concrete reinstatement	█	█	█		Provided by DNO
		Milestone 3 PMO costs	█	█	█		
		Bidder Management Fee	█	█	█		
		Prelims/ Site Set up with HSQ	█	█	█		
		Xm wide permanent access road- imported material- per lin meter	█	█	█		
		Xm wide permanent access track local as dug material-per lin meter	█	█	█		
		ATV construction access	█	█	█		
		Meter Cabinet including concrete base	█	█	█		
		Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	█	█	█		
		4 Gantry Poles & Bases	█	█	█		
		100mm wide cable tray per lin meter	█	█	█		
		300mm wide cable ladder per lin meter	█	█	█		
		Rigging Sundries Allowance	█	█	█		
		Transporting materials	█	█	█		
		Geotech - Desktop Survey	█	█	█		
		Geotech Stage 1	█	█	█		
		Geotech Stage 2	█	█	█		
		Bore holes	█	█	█		
		Disposal off site, of spoil arising, if applicable	█	█	█		
		Archaeology	█	█	█		
		Archaeology	█	█	█		
		Rigging Services (X days -X Man Team) [dependent on microwave requirements]	█	█	█		Assume BT solution. Costs covered in backhaul capex above
		Electrical Install - including attendance at REC connection	█	█	█		

		Lightening Protection - Greenfield Site	██████		██████	
		Lightening Protection - Rock Site	██████		██	
		All plant and labour, excavation, shuttering and reinforcement and cast concrete base	██████		██████	
		All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	██████		██	
		Gravel finish to compound (Xm x Xm)	██████		██████	
		Form new compound (Xm)	██████		██████	
		Fence & gates Timber stock proof (40m)	██████		██████	
		Fence & gates security mesh (40m)	██████		██	
		Site locks allowance	██████		██████	
		Site signage allowance	██████		██████	
		Xm x Xm temporary trackway for crane set-up area where required	██████		██	
		Tower Delivery (including transport survey)	██████		██████	
		Crane (standard)	██████		██	
		Crane (tracked spider)	██████		██████	
		Tower 30m	██████		██████	
		Helicopter lifting, positioning and site support if required	██████		██████	
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██████	
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	██████		██████	250m for an additional 5 weeks
		Cherry picker up to Xm platform height per day if required	██████		██	
		Build Management	██████		██████	
		Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site, measure 1 x existing bridge and carry out calculations and report)	██████		██	

		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	████████	█	█			
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	████████	█	█			
		Milestone 4 -PMO costs	████████	█	████████			
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	████████	█	█			
Milestone Payment 5: Service Live	Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off	████████	█	████████			
		Other (please add a new line for each other detailed activity pertinent to this milestone)	█	█	█			████████
		Milestone 5 -PMO costs	████████	█	████████			

Schedule 5 Appendix 3: Project Catalogue (Additional Sites Pricing)

	Primary Activity	Detailed Activity	Basis of Pricing (e.g. Price per Unit or Price per Work Package)	Detailed Activity Price (per Unit or Work Package Price)	Explanatory Notes (if needed)
Milestone Payment 1: Key Consents	MSV	Site Survey	per site		
	Acquisition	Allowance to cover Heads of Terms, Legals completion & stakeholder meetings	per site		Includes: - 3rd party agent and legal fees - WHP Legal Fees - Roadshow/community engagement/consultation team - WHP Acquisition Fee
	Planning	Planning Submission, Photo Montage, application & advert Fee - per application	per site		This includes LPA statutory fees, consultation fees, photo montages and advertisements etc
		LVIA (Landscape & Visual Impact Assessment)	per site		
		Ecology Study	per site		
		Archeological Study	per site		Survey and report
		ZTV/ Wire Frames	per site		Where a full LVIA is not required
		Milestone 1 PMO costs	per site		
		Planning Drawings	per site		
Milestone Payment 2: Detailed Design	Detailed Design	Detailed Designs Drawing	per site		
		Milestone 2 PMO costs	per site		
		GDC (Define)			GDCs are not required for new structures
Milestone Payments 3a and 3b: Power & Backhaul	Power and Backhaul	REC Installation Price			Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Power to the Site (per Schedule 5 Appendix 1 of the Grant Agreement)
		Backhaul Installation Price			Pass Through - Will be on the basis of reimbursement of lump sum payment by Infrastructure Provider for provision of Backhaul to the Site (per Schedule 5 Appendix 1 of the Grant Agreement)
Milestone Payment 4: Build Completion	Power & Backhaul works	Excavation and Reinstatement of trench for services per Lin Metre (soft dig)	per m		300mm wide and max 600mm deep
		Excavation and Reinstatement of trench for services per Lin Metre (hard dig)	per m		300mm wide and max 600mm deep
		Extra-over for hand-dig per Lin Metre	per m		
		UPVC duct per Lin Metre	per m		
		Tarmac/concrete reinstatement	per m		300mm wide
		Milestone 3 PMO costs	per site		
	Bidder Management Fee	per site		To cover REC and Tx	

Build Completion					management and the cost of paying for Tx and Backhaul costs for and on behalf of the Authority and reclaiming later
	Prelims/ Site Set up with HSQ	per site			
	Xm wide permanent access road-imported material- per lin meter	m			3.0m wide permanent access track - 300mm deep
	Xm wide permanent access track local as dug material-per lin meter	m			3.0m wide permanent access track - 300mm deep
	ATV construction access	per day			
	Meter Cabinet including concrete base	each			Multi-user meter cabinet, with generator changeover - (supply, deliver, base and install)
	Supply Deliver & Erect Equipment Cabin on Concrete base or Rock Grillage	each			Outdoor Telecommunications equipment cabin appropriate to the terrain, planning conditions and environmental conditions
	4 Gantry Poles & Bases	4 poles and bases			
	100mm wide cable tray per lin meter	m			
	300mm wide cable ladder per lin meter	m			
	Rigging Sundries Allowance	m			
	Transporting materials	per site			
	Geotech - Desktop Survey	per site			
	Geotech Stage 1	per site			Hand dig a pit and check the ground to a depth of 1m
	Geotech Stage 2	per site			Machine dig. Includes engineer attendance and travel.
	Bore holes	per site			
	Disposal off site, of spoil arising, if applicable	m3			
	Archaeology	per site			Does not include cataloguing and storage of finds. Includes written scheme of investigation (WSI), Local Authority approval of WSI and full report.
	Archaeology	per site			Cataloguing and storage of finds from archaeology
	Rigging Services (X days -X Man Team) [dependent on microwave requirements]	2 man team 1 day			
	Electrical Install - including attendance at REC connection	per site			Electrician 2 days
	Lightening Protection - Greenfield Site	per site			Up to 6 rods 1.2m long
	Lightening Protection - Rock Site	per site			Up to 6 rods 1.2m long
	All plant and labour, excavation, shuttering and reinforcement and cast concrete base	Assume average of 36m3			
	All plant and labour, drilling, fixing rock anchors, and supply and fit grillage	per site			
	Gravel finish to compound (Xm x Xm)	10m by 10m			
	Form new compound (Xm)	10m by 10m			
	Fence & gates Timber stock proof (40m)	per site			Includes gate
Fence & gates security mesh (40m)	per site			Includes gate	

		Site locks allowance	per site		1 for gate, 1 for tower
		Site signage allowance	per site		
		Xm x Xm temporary trackway for crane set-up area where required	per site		
		Tower Delivery (including transport survey)	per site		
		Crane (standard)	per day		
		Crane (tracked spider)	per day		
		Tower 30m	per site		
		Helicopter lifting, positioning and site support if required	per site		
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	per m (3m wide)		initial installation and first week (inc security)
		Xm wide 'Temporary' access trackway including all insurances, security, preparation and making good, approx. X square metres for X month(s) if required	per m (3m wide)		additional hire cost per week (inc security)
		Cherry picker up to Xm platform height per day if required	per day		
		Build Management	per site		
		Bridge Survey for structural analysis for a bridge off the public highway (Bridge engineer attend site , measure 1 x existing bridge and carry out calculations and report)	per bridge		
		Retaining wall - Gabion construction including excavation and reinforced concrete foundation including baskets and locally sourced stone (where available).	per m3		
		Retaining wall - Brick/block construction including excavation and reinforced concrete foundation with toe and rebar going into the wall which is filled with concrete	per m3		
		Milestone 4 -PMO costs	per site		
		Exceptional travel costs (only applicable by exception to Islands off Islands and will not be required for main islands)	per site		Typically required for islands off islands or where regular ferry services are unavailable
	Milestone Payment Service Live	5: Service Live	Site Quality Inspection & Acceptance: Independent Certifier Sign Off		
Other (please add a new line for each other detailed activity pertinent to this milestone)					
Milestone 5 -PMO costs			per site		

Schedule 5 Appendix 4: Excess Grant Repayment

1 In this Appendix –

Accounting Year	means a period of 12 months ending on 31 March;
Capital Expenditure	means the capital expenditure incurred by the Infrastructure Provider on those fixed capital items (including technological successions to such items but excluding any sums funded by the Authority relating to Backhaul) but only insofar as required to deliver the Authority Technical Requirements and the Project and utilised in the provision of the Infrastructure Works, excluding VAT;
Cashflows	means the Infrastructure Provider’s annual pre-tax cashflows resulting from the provision of the Project, calculated by subtracting the sum of the Capital Expenditure and the Operational Expenditure in an Accounting Year from the sum of the Project Service Revenues in that Accounting Year;
Operational Expenditure	means the expenditure incurred by the Infrastructure Provider in the day to day running and maintenance and management of Project, excluding VAT;
Relevant Year	means each full or partial Accounting Year during the Term;
Service Revenues	means all payments received by the Infrastructure Provider in connection with the Project, including but not limited to: any open access tariffs, (for an MNO) income from provision of 4G Services and other similar service provision to residential and business customers, payments by other third parties utilising the infrastructure to provide services and any other income arising as a result of the Project; and
Threshold IRR	means the Infrastructure Providers Pre-Tax IRR of █%

2 Within 3 months of the Termination Date the Infrastructure Provider shall provide to the Authority calculations of the Cashflows for the Project.

3 The Net Present Value of the Cashflows for each Relevant Year shall be calculated as follows –

NPV = █

Where:

█

- 4 If the sum of the Net Present Values of the Cashflows for each Relevant Year is greater than zero, the Infrastructure Provider shall make an Excess Return Repayment to the Authority. The Excess Return Repayment shall be calculated as follows:

$$\text{Excess Return Repayment} = \text{Excess NPV} \times (1+i)^{x-1}$$

Where:

i is 3%

x-1 is the number of whole consecutive periods of 12 months between the Effective Date and the Termination Date.

Schedule 5 Appendix 5: Open Access Tariffs

Open Access Price List	Charges	Details
<p>1. 4G MNO sharer (3 antennas, 2 dishes (up to 0.6m) and 2 cabinets or equivalent space in a shared equipment room. This price excludes transmission and power and is exclusive of business rates.</p>	<p>[REDACTED]</p>	<p>Invoiced annually in advance with 30 day payment terms. Rent will be increased upwards only annually based on RPI for the duration of the Grant Agreement</p>
<p>2. 4G MNO sharer power</p>	<p>[REDACTED]</p>	<p>This will be metered and paid for directly by the MNO to the DNO</p>
<p>3. 4G MNO sharer transmission (3rd Party service, eg BT)</p>	<p>[REDACTED]</p>	<p>MNOs using this service will be charged directly by the service provider using their existing tariffs with the service provider. Please note some MNOs may elect to arrange their own connection.</p>
<p>4. 4G MNO sharer transmission using WHP microwave link(s)</p>	<p>[REDACTED]</p>	<p>MNOs using this service will be charged a fee which will cover WHP's opex and adminstartion costs only. Please note some MNOs may elect to arrange their own Microwave connection. See below for an estimate range showing components, estimated costs together with caveats and assumptions.</p>
<p>5. Community based customers - assuming up to 3 antennas, 2 dishes and 2 cabinets</p>	<p>[REDACTED]</p>	<p>WHP will provide a highly subsidised tariff for community based projects.</p>
<p>6. Site Access fees</p>	<p>[REDACTED]</p>	<p>These will only be chargeable if the sharer requires to work at height or requires WHP's presence (eg for a site upgrade site meeting)</p>

WHP Site Access Fees

Notice Period	Weekday	Weekends
More than 7 calender days	■	■
Less than 7 calender days	■	■

Additional hours (beyond 8) will be charged at £■ per hour

Charges will apply in the following circumstances:

1. Any form of working at heights is required
2. WHP are required on site (for any reason)

ADDITIONAL NOTES APPLICABLE TO ALL SITE ACCESS

- Where additional costs are applicable e.g. air or sea travel, these will be charged at cost plus ■%.
- Accommodation will be charged at £■ per night.
- Cancellation with less than 24 hours notice will attract a charge.
- Any WHP landlord fees for access will be chargeable at cost plus ■%

Microwave Opex estimated costs (per annum)

	Link to SFT site	Hop 1	Hop 2	
	A-end costs	A-end costs	A-end costs	Comments
Rent	█	█	█	Rent subject to negotiation. Please note that █ is charged for the A -end as this is the SFT radio site. Hop sites could be sites built and paid for by the Authority, but an annual rental will be required. The link could utilise 3rd party existing sites with rents variable.
Business rates	█	█	█	Assumes 48p in the £ for business rates
Ofcom Licence	█	█	█	Variable on frequency, availability and other factors
Power	█	█	█	Estimate - depends on equipment
Annual maintenance	█	█	█	Excludes 3rd party site access fees if required
Spares and reactive maintenance	█	█	█	Excludes 3rd party site access fees if required
WHP Administrative costs	█	█	█	█% of costs to cover Project Management and financial overheads (invoicing and paying 3rd parties)
Total	█	█	█	
	B -end costs	B -end costs	B -end costs	
Rent	█	█	█	Rent subject to negotiation. Hop sites could be sites built and paid for by the Authority or 3rd party existing sites so this value is variable.
Business rates	█	█	█	Assumes 48p in the £ for business rates
Ofcom Licence	█	█	█	Full cost charged to A end
Power	█	█	█	Estimate - depends on equipment
Annual maintenance	█	█	█	Excludes 3rd party site access fees if required
Spares and reactive maintenance	█	█	█	Excludes 3rd party site access fees if required
WHP Administrative costs	█	█	█	█% of costs to cover Project Management and financial overheads (invoicing and paying 3rd parties)
Total	█	█	█	

TOTAL	█	█	█
Single link MW estimated charges (pa)	█		
Link with 1 hop (pa)	█	█	
Link with 2 hops (pa)	█	█	█

NOTE - If a microwave link is provided by a service provider (eg BT) the Opex will be the service charge plus elements of the pricing above where required.

Schedule 5 Appendix 6: Infrastructure Provider Funding Contribution

Milestone		IP Funding Contribution (£)
1	Key Consents	
2	Detailed Design	
3a	Power	
3b	Backhaul	
4	Build Completion	
5	Service Live	

SCHEDULE 6 CHANGE PROCEDURE

- 1 This Schedule sets out the procedure to apply where –
 - 1.1 the Authority issues an Additional Sites Notice under Clause 10.3; or
 - 1.2 the Infrastructure Provider issues an IP Initial Site Location Change Proposal under Clause 11.1.3.

Additional Sites Notice

- 2 As soon as practicable after receipt of an Additional Sites Notice, the Infrastructure Provider shall instruct the carrying out a MSV for each proposed Additional Site and provide to the Authority a programme for doing so.
- 3 Following completion of the MSV for each proposed Additional Site the Infrastructure Provider shall issue to the Authority a report (an “Additional Site Proposal”) comprising:
 - 3.1 the results of the MSV including the proposed mast location and a proposed 4G Service coverage plan that maximises the coverage available within the coverage envelope specified by the Authority in the Additional Sites Notice;
 - 3.2 the Infrastructure Providers specification for the Infrastructure Works (an “Additional Site Specification”);
 - 3.3 a programme for the Infrastructure Works; and
 - 3.4 a pricing schedule for the Milestone Payments for the Additional Site (an “Additional Site Milestone Payment Schedule”) calculated in accordance with the Project Catalogue forming Schedule 5 Appendix 3, including fixed price quotes for Milestone 3a (Power) and Milestone 3b (Backhaul).
- 4 The Authority may accept the Additional Site Proposal within 28 days of receipt by giving notice to the Infrastructure Provider (an “Additional Site Confirmation Notice”). In that event the Additional Site shall be included in the Project.
- 5 The Authority may reject the Additional Site Proposal by giving notice to the Infrastructure Provider. If the Authority does not accept an Additional Site Proposal within 28 days of receipt it will be deemed to have been rejected.
- 6 Where an Additional Site Proposal is rejected, the Authority shall reimburse the demonstrable costs reasonably incurred by the Infrastructure Provider in carrying out the MSV.
- 7 If the Authority disputes an Additional Site Proposal, the time limits in Paragraphs 4 & 5 shall be extended until 28 days after resolution of the dispute.

IP Initial Site Location Change Proposal

- 8 The procedure applying to an Additional Sites Notice shall apply to a IP Initial Site Location Change Proposal except that –
 - 8.1 references to an “Additional Site” are references to the Initial Site in its proposed changed location;
 - 8.2 the pricing schedule shall be an “IP Site Change Payment Schedule”, the proposed Milestone Payments in which, if accepted, shall be substituted for the Milestone Payments for that Site specified in Appendix 2 to Schedule 5 (*Initial Sites Milestone Payments*);

- 8.3 the total Milestone Payments specified in the IP Site Change Payment Schedule shall not exceed the total Milestone Payments payable for the Initial Site as set out in Schedule 5 Appendix 2; and
- 8.4 Paragraphs 2 and 6 shall not apply.

SCHEDULE 7: OVERSIGHT GROUP

- 1 The Oversight Group ('OG') will be established to provide oversight and site recommendations to the Authority in relation to the Project, during the development stage of the Project (expected to be from the Effective Date to 31st March 2022). This ties to the availability of the ERDF funding. Following the expiration of access to the ERDF funding, the OG will be disbanded. The Project will then follow the monitoring and reporting regime provided for in this Agreement.
- 2 Membership of the OG will comprise one representative nominated by each of:
 - The Infrastructure Provider;
 - The Scottish Government; and
 - Scottish Futures Trust.
- 3 The group will be chaired by the Infrastructure Provider's representative. The representatives may be accompanied by observers.
- 4 The OG will meet in Edinburgh or Glasgow no less than monthly unless otherwise agreed in advance by all representatives.
- 5 Each Oversight Group meeting will include a Progress Report Meeting at which the Infrastructure Provider's representative will present the most recent Management Information Report, prepared in accordance with Schedule 9 (*Reports*).
- 6 The OG will -
 - Manage and support the identification of potential Additional Sites and the Change Procedure, including (but not limited to):
 - Identifying potential Additional Sites for inclusion in the Project, with SFT in its capacity as part of the OG make recommendations to the Authority;
 - Making recommendations to the Authority (through SFT representative) for the replacement of any identified Site;
 - Discussing Infrastructure Provider Change Notices given under Clause 11;
 - Assisting with any public consultation process for Sites – SFT will lead the public consultation process;
 - Considering the financial impact and acceptability of any proposals outlined above;
 - Ensuring the accessibility for a wide range of operators to any proposed S4GI infrastructure;
 - Considering the impact of any regulatory changes on the Project; and
 - Approving any amendments under the above. Any material changes beyond this will be presented for Ministerial approval, if required, supported by a recommendation from the OG.
 - Perform a monitoring and evaluation role for the performance of the Project;
 - Review and consider reports produced by the Infrastructure Provider in accordance with Schedule 9 (*Reports*); and
 - Consider the impacts of the Project upon the local areas targeted.

SCHEDULE 8: DISPUTE RESOLUTION PROCEDURE

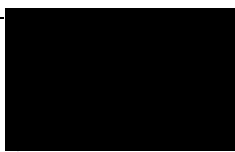

1 NOTICE OF DISPUTE

- 1.1 The Dispute Resolution Procedure shall commence with the service of a Notice of Dispute by either Party on the other Party.
- 1.2 The Notice of Dispute shall:
 - 1.2.1 set out the material particulars of the Dispute; and
 - 1.2.2 set out the reasons why the Party serving the Notice of Dispute believes that the Dispute has arisen.
- 1.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.
- 1.4 The Parties shall seek to resolve Disputes firstly by commercial negotiation in accordance with Paragraph 0, then by mediation (if agreed) in accordance with paragraph 3, adjudication in accordance with paragraph 4, or by litigation.

2 COMMERCIAL NEGOTIATIONS

- 2.1 The Parties shall use all reasonable endeavours to settle any Dispute between them as soon as possible through commercial negotiation conducted in good faith and in accordance with the procedure set out in this paragraph 0.
- 2.2 The Parties shall refer the Dispute to the Level 1 representatives set out in the table below, who shall meet as soon as practicable after the service of the Notice of Dispute but in any event within 10 Working Days.
- 2.3 If the Dispute cannot be resolved by the Level 1 representatives within 28 days, or within any other period agreed by the Parties, the Dispute shall be referred to the Level 2 representatives set out in the table below for resolution, who shall meet within 5 Working Days after such referral, or such other period as the Parties may agree in writing, in order to attempt to resolve the Dispute.

Level	For the Authority	For the Infrastructure Provider
Level 1	<p>[REDACTED], SFT Connect Scottish Futures Trust 11-15 Thistle Street Edinburgh EH2 1DF Mobile: [REDACTED] Main: 0131 510 0800 [REDACTED]</p>	<p>[REDACTED] WHP Telecoms Ltd Faraday Court 401 Faraday Street Birchwood Park Warrington WA3 6GA [REDACTED]</p>
Level 2	<p>[REDACTED] Scottish Government</p>	<p>[REDACTED] WHP Telecoms Ltd Faraday Court</p>

	 	401 Faraday Street Birchwood Park Warrington WA3 6GA 
--	--	--

2.4 Any resolution reached during commercial negotiations shall not be legally binding until it has been documented in writing and signed by, or on behalf of, the Parties.

3 MEDIATION

3.1 If the Parties have been unable to resolve a Dispute within 20 Working Days of the Dispute arising, they may (if both Parties so agree) refer the Dispute to mediation on such conditions as may be agreed between the Parties. Any mediation shall be completed within 30 Working Days of such referral and any agreement arising therefrom shall be recorded in writing and signed by the Parties and shall be binding and final to the extent set out in such agreement unless otherwise agreed.

3.2 For the avoidance of doubt, mediation shall not be a precondition to the commencement of Adjudication or court proceedings.

4. ADJUDICATION

4.1 Either party may at any time (notwithstanding that other dispute resolution procedures are running concurrently) give the other party to the Dispute notice of its intention to refer the Dispute to adjudication (the "**Notice of Adjudication**"). The party giving the Notice of Adjudication (the "**Referring Party**") shall by the same means of communication send a copy of the Notice of Adjudication to an adjudicator selected in accordance with paragraph 4.2 below (the "**Adjudicator**").

4.2 The Adjudicator nominated to consider a Dispute referred to him shall be selected by the Chairman (or Vice Chairman) for the time being of the Chartered Institute of Arbitrators Scottish Branch and the Parties shall appoint such adjudicator(s) within 7 days of any application for such appointment by either party;

4.3 The Referring Party shall, within 7 days of the date of the Notice of Adjudication, serve its statement of case (the "**Referral Notice**") on the Adjudicator (appointed pursuant to Paragraph 4.2) and the other party to the Dispute (the "**Responding Party**"). The Referral Notice shall set out each element of the Referring Party's claim and the relief or remedy sought in sufficient detail so as to enable the Responding Party to understand and, where appropriate, respond to the claim and the Referral Notice shall be accompanied by copies of, or relevant extracts from, this Agreement and such other documents as the Referring Party intends to rely upon. The date of the referral of the Dispute (the "**Referral**") shall be the date of the Referral Notice.

4.4 Within 7 days of appointment in relation to a particular Dispute, the Adjudicator shall establish the procedure and timetable for the adjudication. The Adjudicator shall have absolute discretion as to how to conduct the adjudication, including whether a meeting is necessary. He shall establish the procedure and timetable subject to any limitation within this Agreement. The Parties shall comply with any request or direction of the Adjudicator in relation to the adjudication.

4.5 The Adjudicator shall reach a decision on the Dispute within 28 days of the date of the Referral (or such other period as the Parties may agree in writing). The Adjudicator may extend the period of 28 days by up to 14 days with the consent of the Referring Party. Unless the Parties otherwise agree in writing, the Adjudicator shall give reasons for his decision. Unless and until the Dispute is finally determined

by Court proceedings or by an agreement in writing between the Parties, the Adjudicator's decision shall be binding on both Parties who shall forthwith give effect to the decision.

- 4.6 The Adjudicator's costs of any reference shall be borne as the Adjudicator shall specify or, in default, equally by the parties. Each party shall bear its own costs arising out of the adjudication, including legal costs and the costs and expenses of any witnesses.
- 4.7 The Adjudicator shall be deemed not to be an arbitrator but shall render his decision as an adjudicator and the Law relating to arbitration shall not apply to the Adjudicator or his determination or the procedure by which he reached his determination.
- 4.8 The Adjudicator shall act fairly and impartially and may take the initiative in ascertaining the facts and the law. The Adjudicator shall have the power to open up, review and revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Agreement.
- 4.9 All information, data or documentation disclosed or delivered by a party to the Adjudicator in consequence of or in connection with his appointment as Adjudicator shall be treated as confidential. The Adjudicator shall not, save as permitted by Clause 37 (Confidentiality), disclose to any person or company any such information, data or documentation and all such information, data or documentation shall remain the property of the party disclosing or delivering the same and all copies shall be returned to such party on completion of the Adjudicator's work.
- 4.10 The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability. The Adjudicator may on his own initiative or on the request of the Referring Party or Responding Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision shall be made within 7 days of the date upon which the Adjudicator's decision was delivered to the Parties. Any correction of a decision shall form part of the decision.
- 4.11 In this paragraph 5, references to "days" exclude Christmas Day, Good Friday and any day which under the Banking and Financial Dealings Act 1971 is a bank holiday in Scotland.

5. URGENT RELIEF

Nothing in this Schedule shall prevent either Party from seeking and action for interdict or specific implement at any time.

SCHEDULE 9 REPORTS

- 1 The Infrastructure Provider shall provide reports ("Reports") to the Authority in accordance with this Schedule. The Reports shall be provided at no additional cost to the Authority. The Authority may vary the requirements of this Schedule from time to time on giving the Infrastructure Provider notice, provided such variation does not result in significant additional cost to the Infrastructure Provider unless otherwise agreed between the Parties.
- 2 Management Information Reports shall be provided to the Authority monthly until all Sites have Achieved Milestone 5, and thereafter quarterly. Each Management Information Report shall cover the period from the date included in the previous Management Information Report (or for the first such Management Information Report, covering the period commencing on the Effective Date). Each Annual Report shall be in arrears and shall cover the period from the previous Annual Report (or for the first such Annual Report, covering the period commencing on the Effective Date). The acceptance of the Reports and information shall not prejudice the rights and remedies of either party under this Agreement.
3. The Management Information Reports shall include, as a minimum, the following information where applicable which shall be accurate, comprehensive and up to date:
 - 3.1 provision of a schedule of works for each Site including as a minimum:
 - Progress with obtaining each Key Consent
 - Design
 - Build
 - Power supply build and acquisition
 - Transmission build and acquisition;
 - 3.2 any risks and issues set out in a risks and Issues log for the Sites;
 - 3.3 an assessment of the risks, with reference to the specific Clauses, that any of provisions of this Agreement providing for Clawback (Clause 20) and/or termination by the Authority relating to non-completion of Sites (Clause 27) may apply; and
 - 3.4 status of any matters covered by a Remedial Plan.
- 4 Upon Achievement of Milestone 5 for each Site completion a pack shall be provided to the Authority containing -
 - Site lease agreement/wayleaves
 - Planning consent
 - Detailed design
 - Radio coverage plots
 - Mobile phone operator site share agreement (if required)
- 5 Annual Reports shall be provided as soon as practicable within 3 months of the end of each Accounting Year (as defined in Schedule 5 Appendix 4 (*Excess Return Payment*)) and shall contain a consolidated Management Information Report detailing performance of the Project for the Accounting Year, together with:
 - 5.1 the following financial information, as defined in Schedule 5 Appendix 4, for the Accounting Year, broken down by Site, Milestone achievement and, where applicable ERDF Area Category (as advised by the Authority):
 - Service Revenues;
 - payments received from the Authority;

- Capital Expenditure (separately identifying expenditure that has been defrayed and expenditure that has been incurred but not defrayed);
 - Operational Expenditure; and
 - Cashflows;
- 5.2 revised annual Cashflow projections for the entire Term, comprising actual Cashflows to date and the Infrastructure Provider's projections for the remainder of the Term;
- 5.3 financial standing information including –
- the Infrastructure Provider's annual accounts;
 - the Infrastructure Provider's current credit rating; and
 - If there has been a material change in the Infrastructure Provider's financial standing since the last Annual Report, details of the impact and how it is being dealt with.
6. An SME Inclusion, Sustainability, Community Benefits and Fair Work Report shall be provided biannually, commencing at the end of the first 6 months of the Term, and demonstrating the Infrastructure Provider's –
- 6.1 monitoring of SME supply chain inclusion:
- identification of SMEs within the Project supply chain and the number of these located within Scotland
 - % of total contract value flowing down to SMEs in the supply chain
 - % of allocated public funds flowing down to SMEs in the supply chain
 - number of new sub-contractor opportunities arising in previous quarter, and where these were advertised (e.g. "Contracts Finder" website)
- 6.2 performance of its obligations set out in paragraph 10 of Section 4.1 of Schedule 4 and the achievement of its commitments thereunder.
- The Infrastructure Provider shall also include in this report, where applicable, a description of:
- any breaches of any International Labour Organisation conventions; and
 - any breaches of health & safety legislation,
- by the Infrastructure Provider within the reporting period and the steps taken by the Supplier to resolve such breach, and an update on any continuing breaches that have been identified in a previous report.
- 7 All Reports shall be provided by the Infrastructure Provider in electronic format in Microsoft Office 2012 or higher, and shall be made available to the Authority online.
8. The Infrastructure Provider shall use all reasonable endeavours to provide, in a reasonable timescale and at no additional cost to the Authority, additional and/or adhoc management information reports when reasonably requested by the Authority.
9. During the Term, the Infrastructure Provider shall notify the Authority of any issues in connection with the provision of the Project of which the Infrastructure Provider becomes aware. In particular, the Infrastructure Provider shall notify the Authority of any matter which is adversely affecting the Project Plan and the availability of 4G Service. If the Project Plan or the 4G Service is being affected to a significant extent, the Parties will meet to discuss such matter within 10 Working Days of such notification. In all other cases, such issues will be discussed at the Progress Report Meetings provided for in Schedule 7 (*Oversight Group*).

SCHEDULE 10 REMEDIAL PLAN PROCESS

1 General

1.1 If -

- (a) the Infrastructure Provider is required to comply with the Remedial Plan Process in accordance with the terms of this Agreement; and
- (b) a Remedial Plan has not yet been agreed by the Parties in accordance with this Schedule,

then to the extent that any problems which have triggered the Remedial Plan Process may (in the reasonable opinion of the Authority) have a material impact upon the Authority, the Infrastructure Provider shall upon reasonable notice provided by the Authority advise the Authority of the status of the remedial efforts being undertaken with respect to such problems.

2 Remedial Plan

2.1 The Infrastructure Provider shall provide the Authority with a draft Remedial Plan without delay (even, where relevant, if the Infrastructure Provider disputes whether or not it has committed a Default) and in any event no later than 5 Working Days (or such other period as the Parties may agree in writing):

- (a) where this Agreement requires service of a notice, after the notice provided by the Authority requiring the Infrastructure Provider to initiate the Remedial Plan Process; or
- (b) after the relevant circumstance giving rise to the Infrastructure Provider's obligation to comply with the Remedial Plan Process has occurred.

2.2 The Infrastructure Provider shall ensure that each Remedial Plan:

- (a) specifies the steps that the Infrastructure Provider proposes to take to remedy or to avoid the relevant Default (including actions and timings); and
- (b) is in sufficient detail for it to be properly evaluated by the Authority.

2.3 If the Authority considers that a draft Remedial Plan provided by the Infrastructure Provider under paragraph 2.1 is:

- (a) insufficiently detailed to be properly evaluated;
- (b) will take too long to complete; and/or
- (c) will not remedy the relevant Default or address sufficiently the issues it is aimed at addressing,

the Authority may at its sole discretion either agree in writing a further time period for the development and agreement of the Remedial Plan or escalate any issues with the draft Remedial Plan using the Dispute Resolution Procedure. Where the Authority agrees a further time period for the development and agreement of the Remedial Plan, the Infrastructure Provider shall within the relevant time period produce such revised drafts of the Remedial Plan as the Authority may require and shall take into account in the Remedial Plan any reasonable comments by the Authority, so as to address the issues set out in paragraphs 0(a), (b) and/or (c) (as applicable).

- 2.4 The Infrastructure Provider shall comply with a Remedial Plan following its agreement by the Parties.
- 2.5 The Infrastructure Provider shall provide to the Authority, in accordance with the relevant timescales agreed in each Remedial Plan:
- (a) regular updates on the implementation of the Remedial Plan; and
 - (b) evidence, either documentary or demonstrative as the Authority may reasonably require, of the implementation of the Remedial Plan.

3 Failure to Agree or Implement Remedial Plan

- 3.1 If the Remedial Plan cannot be agreed (each Party acting reasonably) within the relevant time period agreed or by operation of the Dispute Resolution Procedure under paragraph 0, the Authority may elect to end the Remedial Plan Process at the end of the relevant time period or the Dispute Resolution Procedure (as applicable) and serve notice to terminate this Agreement in accordance with Clause 27.1 and this Agreement shall terminate on the date specified by the Authority in the termination notice.
- 3.2 If a Remedial Plan is agreed between the Parties but the Infrastructure Provider fails to implement the Remedial Plan in accordance with its terms then the Authority may, at its sole discretion:
- (a) give the Infrastructure Provider a further opportunity to resume full implementation of the Remedial Plan (in accordance with such timescales as the Authority may reasonably require); or
 - (b) escalate any issues arising out of the failure to implement the Remedial Plan using the Dispute Resolution Procedure.
- 3.3 If the reasons for the Infrastructure Provider's failure to implement the Remedial Plan have not been resolved despite the use of the Dispute Resolution Procedure in accordance with paragraphs 0 or 0, and the Infrastructure Provider has not otherwise remedied the Default which gave rise to the Remedial Plan then the Authority may serve notice to terminate this Agreement in accordance with Clause 27.

4 No Obligation to Follow Remedial Plan Process

- 4.1 The Authority shall not be obliged to follow the Remedial Plan Process (and the relevant Default shall be deemed irremediable) where a Default giving rise to compliance with the Remedial Plan Process in accordance with this Agreement arises if:
- (a) a Remedial Plan has previously been implemented in respect of the relevant Default but the Infrastructure Provider failed to remedy the Default by those means; or
 - (b) there is an occurrence of substantially the same Default within a period of 3 months following the completion of any previous Remedial Plan.

SCHEDULE 11 – DATA PROTECTION

This Part includes certain details of the Processing of Personal Data in connection with the Project:

1 Subject matter and duration of the Processing of Personal Data

The subject matter and duration of the Processing of Personal Data are set out in Clause 34.

2 The nature and purpose of the Processing of Personal Data

Processing to enable parties to communicate with each other in order to implement the Project.

3 The types of Personal Data to be Processed

E-mail addresses

4 The categories of Data Subject to whom Personal Data relates

Persons providing Services in order to implement the Project such as surveyors, engineers, construction workers.

The obligations and rights of the Authority

The obligations and rights of the Authority as the Data Controller are set out in Clause 34 of this Agreement.