

# Agreement for the Provision of KCOM PIA

## Schedule 2: Accreditation

### 1. Introduction

- 1.1 In order to work in or on the Physical Infrastructure, all people must be suitably trained and accredited in all aspects of the work which they are performing and must be accredited in the appropriate modules for such work including factors in relation to personal safety and the safety of others as further described in or referred to in the Operations Manual.
- 1.2 For the purposes of this Agreement, accreditation means the possession by the CP and CP Personnel of a certificate or auditable evidence of health, safety and environmental and technical competency provided by a recognised independent authority in the applicable matters.

### 2. KCOM policies, standards and instructions

- 2.1 The CP shall (and shall ensure that the CP Personnel) comply in all respects with KCOM's reasonable criteria for access to the Physical Infrastructure in accordance with clause 11 and the requirements set out in this Schedule 2 and shall maintain throughout the period of this Agreement compliance with KCOM's reasonable access requirements, instructions concerning working practices and any other local instructions each as published by KCOM from time to time so far as the same may relate to or affect any work undertaken by or on behalf of the CP in relation to this Agreement.
- 2.2 The CP shall (and shall ensure that the CP Personnel) comply in all respects with:
  - (a) the provisions of all Applicable Laws including without limitation statutes relating to the handling, transportation, storage and disposal of waste; and
  - (b) special requirements, instructions concerning working practices and any other local instructions each as published by KCOM from time to time,so far as the same may relate to or affect any work undertaken by or on behalf of the CP in relation to this Agreement.
- 2.3 The CP shall observe and comply with such reasonable instructions and directions as may from time to time be issued by KCOM in respect of the Physical Infrastructure and shall ensure that CP Personnel carrying out work on and near the Physical Infrastructure shall at all times observe and comply with such instructions and directions.
- 2.4 The CP shall comply with the Engineering Principles and Accreditation Guidelines as published from time to time.

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- 2.5 KCOM will provide the CP with relevant policies that shall apply to any access to KCOM Systems should any access to KCOM Systems be granted to or required by the CP. For the avoidance of doubt, access to KCOM Systems shall be subject to the requirements set out in Schedule 8 (Security)
- 2.6 Subject always to clause 1.5 of the Agreement in the case of any inconsistency between the KCOM policies and standards and any clauses of this Agreement (or any provision of the Schedules), the clauses of this Agreement (or provisions of the Schedule) shall prevail.
- 2.7 The CP acknowledges and accepts that any documents or policies that are provided to the CP by KCOM to provide guidance shall not relieve the CP from its obligation to comply with all Applicable Laws.

### **3. Pre-employment checks**

- 3.1 If the CP wishes to perform Sensitive Activities under this Agreement the CP shall ensure that CP Personnel obtain and retain valid clearance to ensure that such CP Personnel can perform work under the terms of this Agreement. In the event that security vetting is required, it is the CP's responsibility to obtain, at its own cost, all necessary security clearance to ensure that the CP meets its obligations under this Agreement.

### **4. Access and provision**

- 4.1 Subject to the terms of this Agreement KCOM will provide access to the relevant KCOM documentation to those CP Personnel solely so that the CP may obtain relevant KCOM Information under this Agreement.

### **5. Accreditation and training**

- 5.1 If the CP wishes an individual to be able to have access to the Physical Infrastructure to perform activities under this Agreement on the CP's behalf, the CP must apply for and obtain appropriate accreditation in respect of that individual in accordance with the Accreditation Guidelines set out in the Operations Manual.
- 5.2 The CP must have and maintain full and accurate records of any and all accreditation that an individual has that is working on the CP's behalf in or on the Physical Infrastructure and make such information available to KCOM on reasonable request. The CP represents and warrants the accuracy of any information it provides to KCOM pursuant to this paragraph 5.2.

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### **6. CP obligations**

- 6.1 The CP agrees to put in place a secure process to ensure compliance with its obligations in relation to KCOM's accreditation scheme as set out in the Accreditation Guidelines and to adhere to recognised industry best practice, including allocation of individuals to appropriate tasks performed under this Agreement as well as KCOM's processes for endorsement and revocation of an individual's accreditation licence.
- 6.2 The CP agrees that it will not permit access to the Physical Infrastructure to any CP Personnel that are not accredited or instruct any CP Personnel to perform tasks for which they do not hold the appropriate accreditations as set out in or referred to by the Accreditation Guidelines.
- 6.3 The CP acknowledges and agrees that the accreditation of each of its CP Personnel will be reviewed and must be renewed in accordance with the Accreditation Guidelines.
- 6.4 Notwithstanding clause 8.1 of the Agreement, KCOM may acting reasonably and on good faith audit the CP's compliance with the requirements of this Schedule at any time and the CP shall provide such assistance as KCOM may reasonably require to check, evidence and confirm the CP meets the terms of this Schedule and clause 11 of the Agreement.