

**Statement of Fairness Provisions for
GCN Service Providers**
Addendum to PSN Operating Model

Commercial and confidentiality statement

This document sets out a statement of fairness provisions for GCN Service Providers in respect of the Public Sector Network (PSN), taking account of an industry proposal to establish core enabling infrastructure for the PSN, this being the Government Conveyance Network (GCN) and associated service and settlement technical infrastructure¹. Work to produce this document has been pursued at the invitation of Her Majesty's Government (HMG), with industry contributors therefore participating at the request of HMG.

All aspects of discussion and work to produce this document have been non-commercial in so far as the outcomes and outputs are not intended to affect any existing contractual relationships, or to bind any of the participating companies in terms of future product offerings. Nothing in this document constitutes an offer of supply or service from any company. The work to produce this document has not intended to exclude the engagement of those organisations not participating, and the provisions set out in this document are therefore subject to broader industry consultation.

No information in this document is either confidential or commercially sensitive from the perspective of companies participating in its development. It has therefore been for HMG to determine what confidentiality provisions shall apply to this document. Cabinet Office, the relevant authority in this regard, has determined that this document does not require a protective marking, and the document is marked UNCLASSIFIED to positively indicate this status.

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¹ Refer to section 1 for further clarification with regard to background and context

Document and version control

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Table of Contents

Commercial and confidentiality statement.....	i
Document and version control.....	ii
Table of Contents.....	iv
1 Introduction	5
1.1 General background.....	5
1.2 Specific context to this document	6
1.3 Related documents.....	7
1.4 Consultation and Ocean Competitive Dialogue.....	8
1.5 The scope of these Fairness Provisions	8
2 Commercial context and key definitions	9
2.1 Parties and bodies.....	9
2.2 Contracts and agreements	11
2.3 Categorisation and prioritisation of requirements and provisions	12
3 Provisions relating to governance.....	14
4 General requirements and provisions.....	17
5 Provisions relating to contracts.....	18
6 Provisions relating to security and Accreditation.....	19
7 Provisions relating to transparency and equivalence.....	20
Appendix A: Related documents.....	25

1 Introduction

1.1 General background

The Public Sector Network vision

1.1.1 The Public Sector Network (PSN) vision one of creating 'the effect of a single network across UK government', delivered through multiple service providers in order to ensure ongoing value and innovation. In some respects, this is similar to the Internet model, whereby 'service consumers' experience flexibility and inter-working without much concern for underlying inter-network 'plumbing'. However, the vision is also one of a 'private network of networks' for the public sector, addressing the various special security, resilience, service and availability needs of public sector organisations.

The PSN in practical terms

1.1.2 The PSN is a supply-side 'network of networks', making network-oriented services utility-like for the public sector. Hence, it is essentially an interoperability and standards framework for the suppliers of network-oriented services to the public sector, governing both interconnection of supplier services and the relevant key service characteristics/attributes that ensure interoperability and end-to-end service assurance across supplier portfolios. As such, it includes:

- an overarching PSN Operating Model and governance approach – including a Code of Interconnection (ColCo) and Code of Practice (CoP) for service providers, and a Code of Connection for service consumers;
- new standards that ensure interoperability across network-oriented services and end-to-end serviceability across suppliers;
- a 'marketplace' for PSN Services, established through procurements; and
- various core enabling infrastructure, including:
 - a Government Conveyance Network (GCN), this being the interconnect 'glue' between the individual service providers conforming to the ColCo;
 - central technical infrastructure providing for service inter-dependency analysis across suppliers, supporting end-to-end service management and assurance; and,
 - an appropriate commercial settlements regime for suppliers, underpinning end-to-end service management and assurance where the chosen delivery model involves peered service providers.

1.1.3 To be clear, this standards framework will not replace current quality (ISO 9001), service (ISO 20001) and security (ISO 27001; Security Policy Framework) management standards, or Next Generation Network (NGN) standards; rather, it will compliment these by extending standards to various technical, commercial and service inter-working arrangements for government's suppliers of network-oriented services.

The PSN Programme

1.1.4 During the course of 2008, government established a formal programme of activities – the 'Public Sector Network Programme' – to drive forward planning and execution against the

PSN vision. Though principally coordinated by Cabinet Office, this collaborative programme engages input and contribution from a broad cross-section of government and industry stakeholders.

The Ocean procurement

1.1.5 Towards the end of 2008, government launched an initial procurement – known as ‘Ocean’ – formally aligned to delivery of the PSN vision. Ocean is a collaborative procurement led by Foreign & Commonwealth Office (FCO) in conjunction with Office of Government Commerce (OGC) and OGC Buying Solutions (OGCbs).

1.1.6 Ocean will establish, with no particular meaning implied in the stated order:

- successor PSN Services to the current Government Secure Intranet (GSI) family of contracts and services;
- successor PSN Services to the current Managed Telephony Service (MTS) contract and services;
- an initial ‘catalogue’ of approved PSN Services alongside a contracting framework allowing for consumption by any public sector organisation; and,
- replacement services in respect of the Foreign Telecommunications Network (FTN) – i.e. FCO’s Departmental voice and data communications supply – based principally on the catalogue of approved PSN Services.

Further information about the PSN Programme

1.1.7 Further background information about the PSN programme and related activities is provided in related documents (Reference Appendix B). Alternatively, any comments or queries in connection with the PSN Programme should in the first instance be directed to:

John Stubley, PSN Programme Director
Cabinet Office

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1.2 Specific context to this document

The PSN Operating Model

1.2.1 The PSN Operating Model describes how PSN Services will inter-work in creating ‘the effect of a single network’. It also describes the technical, security, service, governance and commercial models for the PSN, to be applied for all PSN Services procured through Ocean and more broadly.

1.2.2 The PSN Operating Model is intended to focus only on those elements that must be common across all PSN Services – e.g. certain technical standards and central infrastructure – and on the core responsibilities of service providers and service consumers to the extent that these affect service inter-working and interoperability across the PSN.

1.2.3 Accordingly, the PSN Operating Model prescribes a minimum set of requirements that a service provider must meet in order to be able to deliver PSN Services. It prescribes similar for service consumers. However, the model intentionally leaves as much as possible open

to individual service consumers and service providers to define, thus allowing an appropriate level of local autonomy, which is considered important in terms of:

- enabling on-going competition and innovation; and
- maximising take-up across the public sector.

1.2.4 Also, the PSN Operating Model is intended to be extensible, and is currently defined as a 'baseline'. Hence, the Operating Model is expected to evolve over time, either by necessity or desire. Evolution of the baseline might be driven by, for example:

- considerations and issues identified through broader consultation or, indeed, Ocean Competitive Dialogue (CD) – see section 1.4 below;
- resolution of certain outstanding issues or agreements in a number of areas where there remain practical options rather than 'absolutes';
- extension of the model, in whole or in part, to cover a broader set of ICT services across government's ICT estate, e.g. key aspects of G-Cloud implementation².

This 'Statement of Fairness Provisions for GCN Service Providers' document

1.2.5 This document – 'Statement of Fairness Provisions for GCN Service Providers' – is an addendum to the PSN Operating Model. And, to be clear, it is an explicit component of the Operating Model. As such, it is part of the current Operating Model 'baseline'.

1.2.6 This document sets out requirements and provisions for GCN Service Providers with regard to 'equivalence' and commercial transparency, to be implemented where a GCN Service Provider also operates [or intends operating] as a PSN Service Provider, providing PSN Services to end consumers.

1.2.7 GCN Services and GCN Service Providers will also comply with all relevant requirements and provisions set out elsewhere in the PSN Operating Model.

1.3 Related documents

1.3.1 This document refers to the definitions of certain core enabling infrastructure and services, each of which is provided as an addendum to the PSN Operating Model document. A number of other related documents are also referenced. These further documents are explicit parts of the PSN Operating Model, and include:

- the '**PSN Operating Model**' itself;
- a '**GCN Service Description**';
- a '**Service Information Monitor (SIM) Service Description**';
- a '**Settlement Regime Description**';
- the '**PSN Common Requirements**'; and,
- draft **CoICo, CoP and CoCo Agreements**.

² Further information about the G-Cloud project, which is considering a cross-government data centre strategy, is available from Cabinet Office

1.4 Consultation and Ocean Competitive Dialogue

- 1.4.1 At this time, the PSN Operating Model, including this document, has been documented to allow both the PSN Programme and the Ocean procurement programme to move forwards against their primary objectives. Hence, the Operating Model and related documents represent a baseline that is expected to evolve, in some areas out of necessity as the needs and circumstances of broader stakeholders across both industry and government are considered by the PSN Programme and the Ocean procurement.
- 1.4.2 The above in mind, there will be open consultation with regard to the baseline PSN Operating Model and the requirements and provisions set out in this document, managed primarily by Cabinet Office and supported by those organisations that have participated in authoring the documents. An initial consultation period will commence 24 April 2009, closing on 22 May 2009. Obviously, long-listed Ocean bidders may participate in this consultation at their option.
- 1.4.3 The PSN Operating Model, and the provisions and requirements set out in this document, may be further refined through the Competitive Dialogue (CD) process of the Ocean procurement. This will be supported indirectly by those organisations that have participated in authoring this document, subject to an appropriate 'Ethical Walls' agreement in respect of their key individuals engaged. A generic version of this agreement will be published separately.
- 1.4.4 Where any further detail to the PSN Operating Model is developed through Ocean CD, and this detail is considered to be commercially sensitive in relation to the Ocean procurement, then this will be incorporated into a separate Ocean Operating Model. Once Ocean framework contracts have been awarded, the approach and timescales for incorporation of such variances, where appropriate, will be agreed through PSN Programme governance.

1.5 The scope of these Fairness Provisions

- 1.5.1 This document sets out requirements and provisions for GCN Service Providers with regard to 'equivalence' and commercial transparency, to be implemented where a GCN Service Provider also operates [or intends operating] as a PSN Service Provider, providing PSN Services to end consumers. The requirements and provisions cover:
- Principles of competitive openness in relation to GCN delivery.
 - Fiscal separation and assurance.
 - Commercial confidentiality.
 - Certain aspects of governance.
 - Auditing and consequences in the event of default by a GCN Services provider.
- 1.5.2 Individual suppliers and customers may define and comply with additional requirements and/or standards as appropriate to their own individual requirements. However, any such requirements and standards will be in addition to the minimum set out here.
- 1.5.3 GCN Services and GCN Service Providers will also comply with all relevant requirements and provisions set out elsewhere in the PSN Operating Model.

2 Commercial context and key definitions

2.1 Parties and bodies

2.1.1 Figure 1, below, identifies the parties and bodies involved in the commercial model and governance regime for the PSN, as set out in the PSN Operating Model. It also illustrates the links, relationships and agreements between the various parties/bodies.

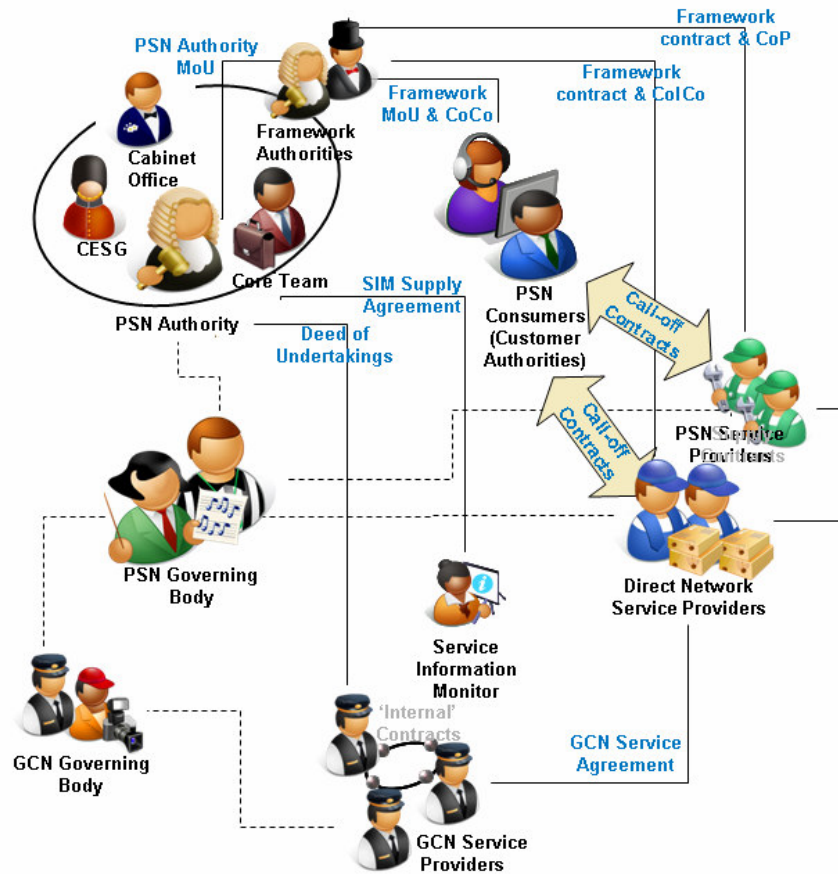


Figure 1 - Contractual context to PSN Operating Model

2.1.2 Table 1, below, describes the parties and bodies involved in the PSN commercial model and governance regime, including the reference/abbreviation used to refer to each party/body in the remainder of this document.

Table 1 - Parties and bodies relevant to the PSN commercial model and governance regime

Party / body	Abbreviation	Description
PSN Authority	PSNA	The PSN Authority comprises a core team (the 'PSN Authority Core Team'), provided by the PSN Programme within Cabinet Office,

Party / body	Abbreviation	Description
		together with Framework Authorities and, potentially, CESC
Framework Authority	FA	Framework Authorities operate a PSN Framework and form part of the PSN Authority. In the case of Ocean, OGCbs will be the Framework Authority
PSN Governing Body	PSNGB	A body comprising all PSN Service Providers, all GCN Service Providers and appropriate government representatives, which is responsible for strategic governance of the PSN Service Provider community
PSN Service Provider	PSN	Any organisation that is supplying or is approved to supply PSN Services in accord with the Code of Practice (CoP) or Code of Interconnection (CoICo)
GCN Service Provider (or 'GCN Operator')	GCNO	Any 'tier 1' network operator involved in GCN delivery and offering GCN Services in accord with the standard GCN Service Description
GCN Governing Body	GCNGB	A body comprising all GCN Service Providers plus representative PSN Service Providers and appropriate government representatives
PSN Consumer or Customer Authority	CA	Any individual public sector purchasing body, which acquires services under any PSN Framework agreement or lets an equivalent contract directly. In the case of Ocean, FCO would be a Customer Authority (PSN Consumer)
Direct Network Service Provider	DNSP	These are PSN Service Providers that have fulfilled the terms of the Code of Interconnection (CoICo) and may connect directly to the GCN
Service Information Monitor	SIM	The supplier of the Service Information Monitoring (SIM) infrastructure

2.1.3 The PSN Operating Model document described these parties and bodies in more detail.

2.1.4 In this document, the term "**GCN Operator**" refers to a GCN Service Provider.

2.2 Contracts and agreements

2.2.1 Table 2, below, describes the contracts and agreements involved in the PSN commercial model and governance regime, including the reference/abbreviation used to refer to each contract/agreement in the remainder of this PSN Common Requirements document.

Table 2 - Agreements relevant to the PSN commercial model and governance regime

Agreement	Abbreviation	Description
PSN Authority Memorandum of Understanding	MA	This is the agreement by which a government party becomes part of the PSN Authority
PSN Framework agreement	F	These are procurement Frameworks let by Framework Authorities, under which PSN Consumers (Customer Authorities) can call off PSN Services. In the case of Ocean, there will be four Frameworks let according to identifiable categories (i.e. 'lots') of services
Framework Memorandum of Understanding	MF	This is an agreement between Framework Authority and PSN Consumer (Customer Authority), which enables the PSN Consumer to use the Framework to acquire PSN Services
Code of Connection	CoCo	This agreement sets out the obligations that a PSN Consumer (Customer Authority) must fulfil in order to participate in the PSN marketplace and consume PSN Services. This will be an addendum to their Framework Memorandum of Understanding
Call-Off Contract	CC	This is the contract schedule by which a PSN Consumer (Customer Authority) purchases PSN Services pursuant to a PSN Framework
GCN Service Agreement	GSA	This is a commercial contract between GCN Service Provider and PSN Service Provider for GCN Services, including connection to the GCN. These PSN Service Providers party to such contracts are also known as Direct Network Services Providers (DNSPs)
Code of Interconnection	CoICo	This is an agreement setting out the obligations and requirements for PSN Services Providers wanting to connect directly to the GCN, making them Direct Network Services Providers. (DNSPs). This will be an addendum to the PSN Service Provider's PSN Framework contract

Agreement	Abbreviation	Description
		schedules
Code of Practice	CoP	This is an agreement setting out the obligations and requirements for PSN Services Providers wanting to participate in the PSN marketplace but not wanting to connect directly to the GCN at a GCN Point of Connection (PoC). This will be an addendum to the PSN Service Provider's PSN Framework contract schedules
Deed of Undertakings	DU	This will be a deed of legally-binding 'Undertakings' between GCN Service Providers and a government authority participating in the PSN Authority. This agreement will set out various relevant commitments from GCN Service Providers in relation to delivery of the GCN, including any relating to the requirements and provisions contained in this document
Inter Service Provider Agreement	ISPA	This is an agreement between PSN Service Providers or between GCN Service Providers, where required
SIM Supply Agreement	SIMC	This will be a contract or a deed of legally-binding 'Undertakings' between the SIM supplier and a government authority participating in the PSN Authority. This agreement will include various appropriate commitments from the SIM Supplier in relation to delivery of the SIM infrastructure

2.2.2 The PSN Operating Model described these contracts and agreements in more detail.

2.3 Categorisation and prioritisation of requirements and provisions

2.3.1 This document categorises requirements and standards in terms of the party and/or body to which they apply. The abbreviations used to refer to each party and body are set out in section 2.1 of this document.

2.3.2 The requirements and provisions are also categorised in terms of the contract and/or agreement to which they apply. The abbreviations used to refer to each contract and agreement are set out in section 2.2 of this document.

2.3.3 A priority is also identified for each requirement and provision. The convention used for this is set out below.

- **“Must”** – abbreviated to **“M”** – represents a mandatory requirement or a provision that must apply or be adhered to.
- **“Should”** – abbreviated to **“S”** – represents a highly desirable requirement or a provision that is highly recommended
- **“Could”** – abbreviated to **“C”** – represents a requirement or provision that is desirable, but not fundamental to the integrity or operation of the PSN
- **“Would”** – abbreviated to **“W”** – represents a low priority requirement or provision, which can be considered optional

3 Provisions relating to governance

Reference	Statement of Requirement	Priority	Agreement	Party
3.1.1	The GCN Governing Body (GCNGB) and PSN Governing Body (PSNGB) shall act in the case of disputes where resolution is outside of commercial contracts. Remedial actions may be cost based or removal from the GCN/PSN structure as an extreme. Where a dispute cannot be resolved or a decision is appealed against, then escalation to PSN Authority must occur.	S	CoP ColCo DU	PSN DNSP GCNO
3.1.2	The composition of the GCNGB shall consist of each GCN operator plus a Chair, representing HMG, plus additional members as invited by the GCNGB to ensure an equality of interested parties and voting rights	M	DU CoP ColCo	PSN DNSP GCNO
3.1.3	The composition of the PSNGB shall consist of representation from GCN Service Providers (GCNOs), PSN Service Providers and PSN Consumer (i.e. Customer Authority) representatives, together with a nominated independent representative representing HMG. Under no circumstances would the GCN Operators have majority voting rights on the PSN GB	M	DU CoP ColCo	PSN DNSP GCNO CA
3.1.4	GCNOs shall automatically be members of the GCNGB with full voting rights	M	DU	GCNO
3.1.5	The initial GCNGB shall consist of members from companies representing, as a minimum, the PSN Core Infrastructure project team (which documented the PSN Operating Model), the Cabinet Office PSN Programme and Her Majesty's Government (HMG), for the first twelve months	S	DU	GCNO
3.1.6	The GCNGB and PSNGB shall function in accordance with their own rules of procedure, which shall be agreed with HMG and operate independently from any member. The GCNGB shall register all new connection enquiries and direct enquirers to all GCNOs	M	DU ColCo CoP	GCNO PSN DNSP
3.1.7	The GCNGB and PSNGB shall demonstrate openness, fairness, impartiality and any applicable obligations under the freedom of information act when dealing with	M	DU ColCo	GCNO PSN

Reference	Statement of Requirement	Priority	Agreement	Party
	any company or individual.		CoP	DNBP
3.1.8	The GCNGB and PSNGB shall demonstrate consistency when making decisions and imposing any sanctions for non-compliance and should have mechanisms in place to ensure that consistency. This could include publication of decisions on a secure intranet site subject to any confidential material being redacted.	M	DU CoCo CoP	GCNO PSN DNBP
3.1.9	The funding for all GCNGB activity must be provided by the commercial GCNGB members. The funding will be split equally for all fixed costs and be in direct proportion to the bandwidth used for DNBP connections for variable costs. The GCNGB will be responsible for determining all fixed and variable costs within their accounts and budget submissions. The first year's expenses for the GCNGB should be forecast and divided between the initial members. Any over payment would be returned at the end of the year. New entrants would be charged a fee set by the GCNGB based on the length of time remaining for that year, the forecast bandwidth and set up charges. The GCNGB and PSNGB years shall run their operating years from January to December.	M	DU CoCo CoP	GCNO DNBP PSN
3.1.10	The funding for all PSNGB activity must be provided by the commercial PSN members. The funding will be split equally for all fixed costs and be in direct proportion to the business volumes for variable costs. The PSNGB shall be responsible for determining all fixed and variable costs within their accounts and budget submissions. The first year's expenses for the PSNGB should forecast and divided between the initial members. Any over payment would be returned at the end of the year. New entrants would be charged a fee set by the PSNGB based on the length of time remaining for that year, the forecast business volumes and set up charges.	M	DU CoCo CoP	GCNO DNBP PSN
3.1.11	Membership of the GCNGB and PSNGB shall be published together with notes of meetings, standard term agreements, member lists, Audit results and any engagements. Agendas for meetings should be published with reasonable notice. This should be on a web site hosted by the GCNGB and PSNGB.	S	DU CoCo CoP	GCNO DNBP PSN
3.1.12	The GCNGB shall administer and approve the	M	DU	GCNO

Reference	Statement of Requirement	Priority	Agreement	Party
	membership of any new party to GCN delivery.			
3.1.13	The PSNGB shall administer and approve the membership of any new party to the PSN.	M	DU CoICo CoP	GCNO DNSP PSN
3.1.14	All GCN and PSN members shall be able to demonstrate their creditworthiness before connection and on demand from the relevant Governing Board.	M	CoICo CoP DU	GCNO PSN DNSP
3.1.15	The GCNGB and PSNGB shall hold adequate liability cover for any damages that may result from its activities. The GCNGB and PSNGB should also indemnify its members and their individual representatives from any action that is a consequence of their complying with the requirements of the relevant Governing Body.	M	CoICo CoP DU	GCNO PSN DNSP
3.1.16	The GCNGB and PSNGB shall be responsible for informing its members, if a GCN Operator or PSN Service Provider is unable or unwilling to meet its commitments (for what ever reason), This excludes minor contract disputes which will be subject to the confidentiality undertaking unless deemed by the GCNGB or the PSNGB to impact the wider user community service.	S	CoICo CoP DU	GCNO PSN DNSP
3.1.17	The GCNGB and the PSNGB shall implement a dispute resolution process which should be consistent with OGC dispute resolution processes	S	CoICo CoP DU	GCNO PSN DNSP
3.1.18	Any material disputes between any GCN Operators shall be notified to the GCNGB. Any material disputes between GCN Operators and any PSN Service Providers shall be notified to the GCNGB and PSNGB. Any material disputes between PSN Service Providers shall be notified to the PSNGB.	M	CoICo CoP DU	GCNO PSN DNSP

4 General requirements and provisions

Reference	Statement of Requirement	Priority	Agreement	Party
4.1.1	Membership and governance of the GCNGB and the PSNGB shall be in accordance with all applicable UK and EU laws. All contracts between parties will be in accordance with applicable UK and EU laws.	M	DU CoICo CoP	GCNO PSN DNSP
4.1.2	All GCN contracts and agreements shall be on a standard Master Services Agreement	M	DU	GCNO
4.1.3	All GCNOs and DNSPs shall provide an undertaking to comply, where applicable to that member, with corporate support for the principles contained within the Communications Act. All GCNOs and DNSPs shall comply, where applicable to that member, with the General Conditions of Entitlement as published from time to time by Ofcom	M	DU CoICo	GCNO DNSP
4.1.4	All applications for membership to the GCNGB and PSNGB will be considered on their merits which must be objective, transparent and non-discriminatory. The final decision of membership will rest with the GCNGB and or PSNGB	M	DU CoICo CoP	GCNO DNSP PSN
4.1.5	In the event that a GCN Operator terminates their Deed of Undertakings or ceases GCN delivery, in addition to an contract provisions set out in this document, the remaining GCN members shall undertake to provide connectivity (subject to commercial agreement) to those affected DNSPs in order to avoid loss of service. The cost of re-connection and new contracts will be an undertaking exclusively agreed between the DNSP and its selected replacement GCN Service Provider	M	DU	GCNO
4.1.6	If the GCN Operator voluntarily terminates its Deed of Undertakings and ceases GCN delivery then a minimum of 90 days notice should be given to the GCNGB, PSN Authority, GCNOs and DNSPs to allow the service to migrate without service loss.	S	DU	GCNO
4.1.7	Any determination of SMP and associated conditions as defined by the Communications Act, the General Conditions of Entitlement or other relevant legislation, or any undertaking given in accordance with the Enterprise Act must be adhered to in addition to requirements and provisions relating to the PSN.	M	DU CoICo CoP	GCNO PSN DNSP

5 Provisions relating to contracts

Reference	Statement of Requirement	Priority	Agreement	Party
5.1.1	All GCNOs shall exchange commercial contracts with each other prior to commencing GCN delivery	M	DU	GCNO
5.1.2	Any new prospective GCNOs or DNSPs must have in place a Letter of Intent with other parties as appropriate to allow for any consequential expenses incurred by established GCNOs to be reclaimed in the event of non-connection.	M	DU CoICo	GCNO DNSP
5.1.3	Each GCN Operator shall provide commercial and service indemnities in accordance with OGC Model Terms and Conditions of Contacts for Services procurement guidelines as published from time to time. In the event the GCN Operator terminates its service for any reason, the indemnities provided shall apply, to include, but not limited to any applicable reconnection charges, administration charges (for change) and professional service charges for the GCN Operators, PSN Service Providers and or PSN Consumers. The liability of the GCN Operator shall be limited to the end user contract commitment and term. All commercial and service indemnities shall be provided to the full and complete satisfaction of the PSN Authority, GCNGB and PSNGB.	S	DU	GCNO

6 Provisions relating to security and Accreditation

Reference	Statement of Requirement	Priority	Agreement	Party
6.1.1	All GCN Operators shall be granted Safe Harbour status as 'Mere Conduits' in relation traffic passing over their GCN networks	M	DU CoICo	GCNO DNSP
6.1.2	All DNSPs shall comply, at all times, with the terms of the Code of Interconnection and all other requirements and provisions set out in the PSN Operating Model with regard to PSN 'compliance'	M	CoICo	DNSP
6.1.3	All GCN Operators shall comply with the security and accreditation standards set out in the PSN Operating Model	M	DU	GCNO

7 Provisions relating to transparency and equivalence

Reference	Statement of Requirement	Priority	Agreement	Party
7.1.1	All GCN Operators who are also PSN Service Providers will be required to enter into a legally binding GCN Equivalence Agreement forming part of their Deed of Undertakings. The , GCN Equivalence Agreement shall be owned and managed by the GCNGB, subject to the ultimate direction and control of the PSN Authority.	M	DU	GCNO
7.1.2	For GCN Operators who are also PSN Service Providers, the Equivalence undertakings shall cover: <ul style="list-style-type: none"> • Organisational separation of roles and functions where possible, accepting that the GCN may not justify dedicated resources and having regard to the degree of competition amongst GCN Operators for the provision of GCN Services • Internal direct management controls, and reporting procedures • Use of any related GCN Commercial Information • Commercial information systems • The provisions set out below 	M	DU	GCNO
7.1.3	All GCN and PSN service charges shall be constructed independently from each other, when both exist in the same company. For the avoidance of doubt this means that there must be no cross-subsidy from one to another.	M	DU	GCNO
7.1.4	Where the use of shared infrastructure is proposed by a GCN Operator also delivering PSN Services, it shall identify to the GCNGB Auditor, the process and management systems implemented to meet the commercial and equivalence obligations detailed here to the full satisfaction of the GCNGB Auditor,	M	DU	GCNO
7.1.5	All correspondence to and from the GCN Operator shall be kept at all times separate from the PSN Sales Operations and immediate management reporting structure. In addition the GCN Operator shall implement a full and effective Ethical Wall with robust and adequate management processes to monitor the suitability of the approach adopted. The GCNO will be required to demonstrate such procedures are in place at any time to the full satisfaction of the GCNGB Auditor.	M	DU	GCNO

Reference	Statement of Requirement	Priority	Agreement	Party
7.1.6	The GCN Operator shall ensure that other PSN Service Providers are able to purchase GCN services on the same terms and conditions (including price) as offered by the GCN Operator internally for its PSN service provision, save that where differences are trivial or where there are material differences between the requirements stated by the PSN Service Provider and the internal PSN service offering.	M	DU	GCNO
7.1.7	All orders and service performance in relation to any PSN Service Provider, not in the public domain or issued via the SIM infrastructure, shall be treated as confidential	M	DU	GCNO
7.1.8	Each GCN Operator must be able to demonstrate how it can meet the requirements of the above paragraphs in full to the reasonable satisfaction of the GCNGB prior to accepting or delivering any services.	M	DU	GCNO
7.1.9	The GCN Operator shall comply with any request by the GCNGB or PSN Authority to undertake an independent audit to demonstrate its compliance with its undertakings. If found in breach of those undertakings, the PSN Authority for a minor breach direct the GCN Operator to work with the Auditor to implement any necessary recommendations made by the auditor to ensure compliance with the requirement of separation and transparency. The PSN Authority shall have the right to 'terminate' the GCN Operator.	M	DU	GCNO
7.1.10	Confidential Information shall be any information of a confidential nature including but not limited to: <ol style="list-style-type: none"> 1. Any know how, trade secret, information of a sensitive or proprietary nature; 2. All correspondence, pricing information, notes of commercial meetings/discussions and other related commercial and technical records in relation to all GCN interconnections, current and future: and 3. Any other information and data (of whatever nature and however recorded or preserved), relating to any GCN Operator, its business or activities, and whether or not marked as confidential 	M	DU	GCNO
7.1.11	GCN Operators shall agree to keep in confidence any information (whether written or oral) of a confidential nature obtained under or in connection with their activity as a GCN Operator. The GCNO	M	DU	GCNO

Reference	Statement of Requirement	Priority	Agreement	Party
	<p>shall not without the written consent of the other relevant Party disclose that information to any person other than:</p> <ul style="list-style-type: none"> • their employees or professional advisers: • the employees of their Group Companies or their sub-contractors or suppliers 			
7.1.12	Any Party receiving Confidential Information shall exercise no lesser degree of care of Confidential Information than would a reasonable person with knowledge of the confidential nature of the information. A receiving Party shall exercise no less security or degree of care than that Party applies to its own Confidential Information of an equivalent nature	M	DU	GCNO
7.1.13	A receiving Party shall restrict disclosure of Confidential Information relating to another Party to those persons who have a reasonable need to know and Confidential Information shall be used solely for the purposes for which it was disclosed.	M	DU	GCNO
7.1.14	<p>Disclosure of the following shall not be a breach of confidentiality provisions:</p> <ol style="list-style-type: none"> 1. any information which is in the public domain other than through a breach of contract; 2. information lawfully in the possession of the recipient before the disclosure took place; 3. information obtained from a third party who is free to disclose it; 4. information which is lawfully demanded or required to be disclosed by any governmental or judicial authority or by the Listing Rules of a relevant Stock Exchange (in force from time to time) provided that (if reasonable and lawful to do so) the receiving Party informs the disclosing Party in writing of the extent of the disclosure, prior to or as soon as seasonably practicable after such disclosure; 5. any information which has been replicated independently by someone without access or knowledge of the information; and 6. a disclosure properly and reasonably made to Ofcom, the Auditor or to any person appointed by the Parties for the resolution of a Dispute provided that the receiving party informs the disclosing party in writing prior to making the disclosure the purpose and the extent of the disclosure 	M	DU	GCNO

Reference	Statement of Requirement	Priority	Agreement	Party
	being made. " Confidentiality provisions shall remain in effect for two (2) years after the termination of any agreement.			
7.1.15	The GCNGB shall ensure that, in the event there is only one GCNO, GCN Connection and Usage Charges are based on standard published price lists and methodologies and no DNSP shall be offered the GCN Services on preferential terms relative to any other DNSP	M	DU	GCNO
7.1.16	The GCNGB shall ensure that, in the event there is only one GCNO and where an existing or prospective DNSP is bidding for a public sector contract, it provides such information to the existing or prospective DNSP to allow it to transparently account for the GCN Charges	M	DU	GCNO
7.1.17	The GCNGB shall ensure that, in the event that there are two or more competing GCNOs, they will not be required to publish standard price lists and may compete for the business of DNSPs on a normal commercial basis.	M	DU	GCNO
7.1.18	The GCNGB shall ensure that, in the event that there are two or more competing GCNOs, each will be required to ensure that all DNSP requests for information, quotations and subsequent negotiations are not disclosed outside the specific group that are dealing with such communication.	M	DU	GCNO
7.1.19	All correspondence, pricing information, meeting notes and other related records in relation to all GCN connections to current and future PSN Service Providers must be kept, logged and made available for audit purposes on demand.	M	DU	GCNO
7.1.20	The GCNGB shall appoint an independent Auditor who will regularly audit the records of the GCN Operator to ensure compliance with undertakings and other GCNGB conditions. The regularity of audit must be within twelve months for each GCN Operator. Where required by the GCNGB, this will be more frequent. In carrying out its work, the auditor will owe a duty of care to the GCNGB.	M	DU	GCNO
7.1.21	No correspondence, records, notes or any other material regarding PSN connections to the GCN shall be available to PSN Service Provider staff dealing with consumers.	M	DU	GCNO

Reference	Statement of Requirement	Priority	Agreement	Party
7.1.22	All records in relation to the above must be kept for minimum period. Such minimum period to be specified by the GCNGB in consultation with the PSNA, and securely destroyed thereafter.	M	DU	GCNO
7.1.23	Any PSN Service Provider, or potential PSN Service Provider, shall raise any issue regarding transparency within two years of the alleged incident	M	DU CoICo CoP	GCNO DNSP PSN
7.1.24	An audit can be requested on demand if a GCNGB board meeting believes circumstances demand it be carried out.	S	DU	GCNO
7.1.25	All audit costs shall be met by the GCNGB.	M	DU	GCNO
7.1.26	The GCNGB shall develop rules of procedure as to how the commercial confidentiality of GCN members will be maintained in relation to audit reports.	M	DU	GCNO

Appendix A: Related documents

This document refers to the definitions of certain core enabling infrastructure and services, each of which is provided as an addendum to the PSN Operating Model. A number of other related documents are also referenced. These further documents are explicit parts of the PSN Operating Model. These inter-related documents include:

- the '**PSN Common Requirements**';
- the '**PSN Operating Model**'
- a '**GCN Service Description**';
- a '**Service Information Monitor (SIM) Service Description**';
- a '**Settlement Regime Description**';
- this '**Statement of Fairness Provisions for GCN Service Providers**'; and,
- draft **CoICo, CoP and CoCo Agreements**