# Heads of Terms

# Agreement for PARTY A to use XXX data from PARTY B

## Objectives

The objectives for PARTY A are established as follows:

The objectives for PARTY B are established as follows:

Joint Enterprise conditions are established as follows:

* Eg common endeavour, risk / reward arrangements

## Parties and Governance

The parties described in the T1010-02 documentation are identified as follows:

* Scheme Leader:
* Scheme Facilitator:
* Data Supplier:
* Data User:
* Data Processors:

Governance arrangements for programme management, meetings and other governance matters may be clarified here or in the full contract.

## Business Case

A business case is to be completed to underly a payment structure.

State which party is responsible for completion of the business case.

## Programme

The business case will be complete by **xx/xx/xxxx.**

The full contract will be complete by **xx/xx/xxxx.**

Implementation Date

Operational Date

Any other project specific dates

## Equipment

Clarify what equipment is involved in the scope of the scheme and who’s responsibility.

## Data

### What data is required?

### Data Lifecycle responsibilities

**Acquisition** – who is responsible for acquiring the data

**Processing** – who is responsible for loading, transmission and any other processing

**Transmission** - define steps and processes relating to transmission and broker, and define what is expected to have been done to the data before transfer.

**Other data services** indicate what other data services might be necessary to support the requirements, such as trending over time at a location.

**Storage** – define storage requirements for all parties

**Costs** – define which parties are responsible for which data costs

### Data Quality

## Data Use, Sharing and Intellectual Property

**Expected use by party** – Are there any restrictions on the use of the data?

**Data sharing** *–* Who will have access to the data downstream?

**Form of IPR** – tbc (title to data option 1, 2 or 3, or title to licence option 1 or 2). Refer to documentation. Who owns the data? Who owns IP to enhancements / processes?

## Payments

Payments for equipment and installation

Charging Principles for data and software development to be defined

## Service Level Agreements

**Availability**

**Timeliness**

**Quality**

**Security**

**Response Times**

## Disputes

Any alternatives to Clause 15 of the T1010 contract template to be specified