

ANNEX A 2: SECURITY REQUIREMENTS FOR SUB-CONTRACTORS

1 APPLICATION OF ANNEX

- 1.1 This Annex applies to all Sub-contractors that Process Authority Data.
- 1.2 The Supplier must:
- (a) ensure that those Sub-contractors comply with the provisions of this Annex;
 - (b) keep sufficient Records to demonstrate that compliance to the Authority; and
 - (c) ensure that its Implementation Plan includes Deliverables, Milestones and Milestone Dates that relate to the design, implementation and management of any systems used by Sub-contractors to Process Authority Data.

2 DESIGNING AND MANAGING SECURE SOLUTIONS

- 2.1 The Sub-contractor shall implement their solution(s) to mitigate the security risks in accordance with the NCSC's Cyber Security Design Principles <https://http://www.ncsc.gov.uk/collection/cyber-security-design-principles>.
- 2.2 The Sub-contractor must assess their systems against the NCSC Cloud Security Principles: <https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles> at their own cost and expense to demonstrate that the people, process, technical and physical controls have been delivered in an effective way. The Sub-contractor must document that assessment and make that documentation available to the Authority on the Authority's request.

3 DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

- 3.1 The Sub-contractor must not Process any Authority Data outside the United Kingdom unless:
- (a) all of the requirements set out in sub-Clause 24.6(c) (*Protection of Personal Data*);
 - (b) any other conditions the Authority may wish to impose;
- are met and maintained. Any permission must be in writing to be effective.
- 3.2 The Sub-contractor must securely erase any or all Authority Data held by the Sub-contractor when requested to do so by the Authority; and securely destroy all media that has held Authority Data at the end of life of that media in accordance with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard, or an alternative agreed in writing by the Authority.

4 PERSONNEL SECURITY

- 4.1 The Sub-contractor must perform appropriate checks on their staff before they may participate in the provision and or management of the Goods and/or Services. Those checks must include all pre-employment checks required by the HMG Baseline Personnel Security Standard including verification of the individual's identity; verification of the individual's nationality and immigration status; verification of the individual's employment history; and verification of the individual's criminal record. The HMG Baseline Personnel Security Standard is at <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>.
- 4.2 The Sub-contractor must, if the Authority requires, at any time, ensure that one or more of the Sub-contractor's staff obtains Security Check clearance in order to Process Authority Data

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containing Personal Data above certain volumes specified by the Authority, or containing Special Category Personal Data.

- 4.3 If, and to the extent that, any Sub-contractor staff will have access to a person under the age of 18 years in the provision of the Goods and/or Services, they must undergo satisfactory Disclosure and Barring Service checks prior to providing the such Goods and/or Services at the Sub-contractor's, or the Supplier's, cost

5 END USER DEVICES

- 5.1 The Sub-contractor shall ensure that any Authority Data stored (for any period of time) on a mobile, removable or physically uncontrolled device is encrypted. The Sub-contractor must follow the ICO's guidance on implementing encryption, which can be found at <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/security/encryption/>.
- 5.2 The Sub-Contractor shall ensure that any device used to Process Authority Data meets all the security requirements set out in the NCSC End User Devices Platform Security Guidance, which can be found at: <https://www.ncsc.gov.uk/collection/end-user-device-security>.

6 NETWORKING

The Sub-Contractor shall ensure that any Authority Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

7 PATCHING AND VULNERABILITY SCANNING

The Sub-contractor must proactively monitor and ensure all necessary patches and Upgrades are applied to maintain security, integrity and availability in accordance with the NCSC Cloud Security Principles.

8 THIRD PARTY SUB-CONTRACTORS

- 8.1 The Sub-contractor must not transmit or disseminate the Authority Data to any other person unless specifically authorised by the Authority. Such authorisation must be in writing to be effective and may be subject to conditions.
- 8.2 The Sub-contractor must not, in the provision of any part of the Goods and/or Services, use any Third Party Software, Open Source Software or cloud service to Process the Authority Data at any time (including Gmail or PDF to Word conversion software) where the licence terms of that Third Party Software or Open Source Software or service purport to grant the licensor rights to Process the Authority Data greater than those rights strictly necessary for the use of the relevant software.

ANNEX A 3: SECURITY MANAGEMENT PLAN TEMPLATE

Security Management Plan Template (Assurance)

[Project/Service and Supplier Name]

1 EXECUTIVE SUMMARY

<This section should contain a brief summary of the business context of the system, any key security controls, the assurance work done, any off-shoring considerations and any significant residual risks that need acceptance by the Authority.>

2 SYSTEM DESCRIPTION

2.1 Background

< A short description of the project/product/system. Describe its purpose, functionality, aim and scope.>

2.2 Organisational Ownership/Structure

< Who owns the system and operates the system and the organisational governance structure. This should include how any ongoing security management is integrated into the project governance e.g. how a Security Working Group reports to the project board.>

2.3 Information assets and flows

<The information assets processed by the system which should include a simple high level diagram on one page. Include a list of the type and volumes of data that will be processed, managed and stored within the supplier system. If personal data, include the fields used such as name, address, department DOB, NI number etc.>

2.4 System Architecture

<A description of the physical system architecture, to include the system management. A diagram will be needed here>

2.5 End Users

<A brief description of the system users, to include Authority users as well as any Supplier / Supplier's sub-contracted service provider users and system managers. If relevant, security clearance level requirements should be included.>

2.6 Locations

<Where the data assets are stored and managed from. If any locations hold independent security certifications (e.g. ISO27001:2017) these should be noted. Any off-shoring considerations should be detailed.>

2.7 Test and Development Systems

<Include information about any test and development systems, their locations and whether they contain live system data.>

2.8 Key roles and responsibilities

<A brief description of the roles with responsibility for the security of the end to end solution such as that of the System Owner, Risk Owner, Data Owner, Business Process

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Owner, Data Protection Office etc >

3 RISK ASSESSMENT

3.1 Assurance Scope

<This section describes the scope of the Assurance for the system. The scope of the assurance assessment should be clearly indicated, with components of the architecture upon which reliance is placed but assurance will not be done clearly shown e.g. a cloud hosting service. A logical diagram should be used and kept up to date along with a brief description of the components.>

3.2 Risk appetite

The Department's overall approach to risk is expressed as its Risk Appetite, related to the main systems, flows and stores of information.

Type of information, system or risk	Appetite	Explanation

Type of information, system or risk	Appetite	Explanation

3.3 Business impact assessment

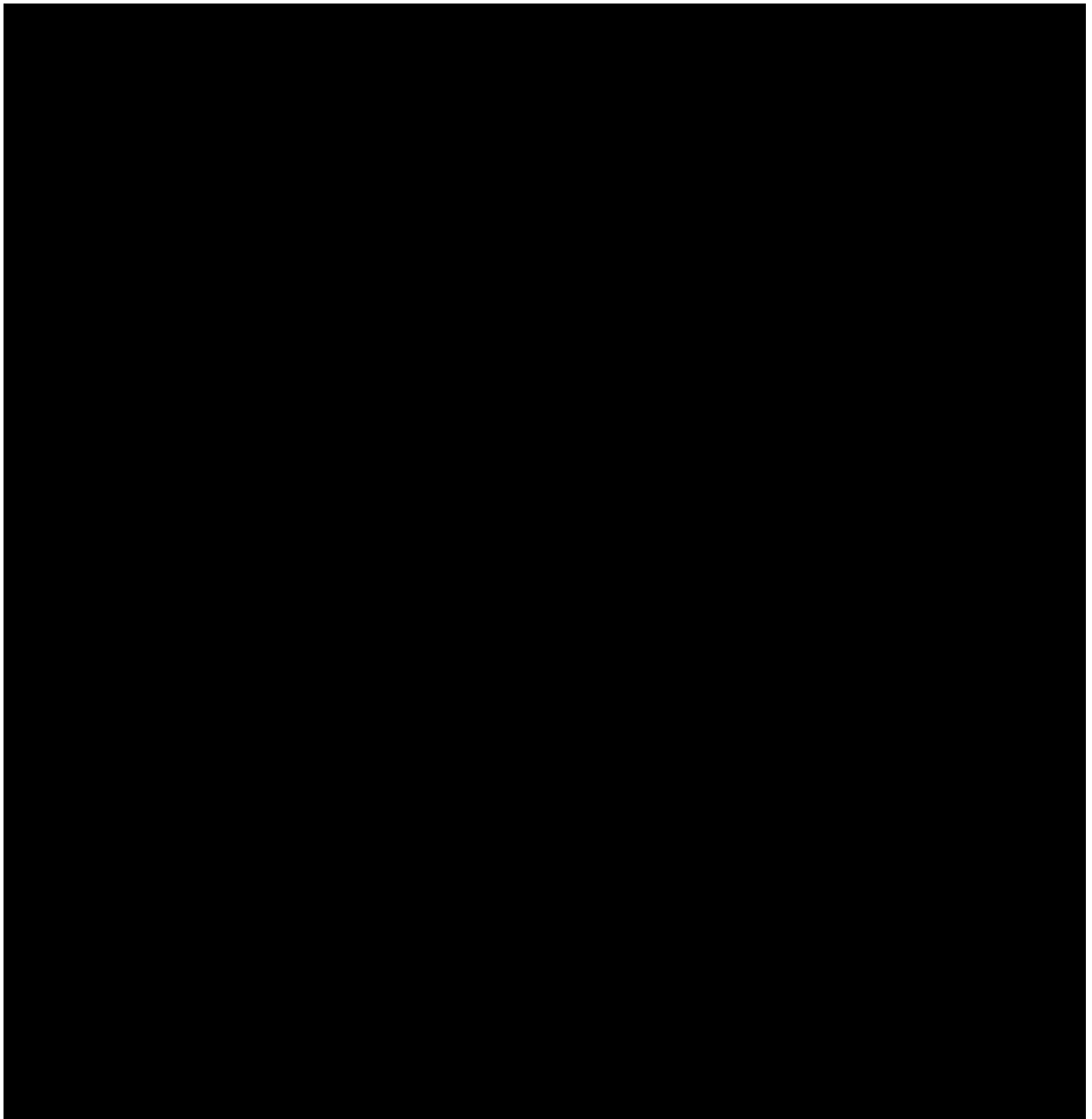
< A description of the information assets and the impact of their loss or corruption (e.g. large amounts of Official Sensitive personal data the loss of which would be severely damaging to individuals, embarrassing to the Authority, and make the Authority liable to ICO investigations) in business terms should be included. This section should cover the impact on loss of confidentiality, integrity and availability of the assets. The format of this assessment may be dependent on the risk assessment method chosen.>

3.4 Risk assessment

<The content of this section will depend on the risk assessment methodology chosen, but should contain the output of the formal information risk assessment in a prioritised list using business language. Experts on the system and business process should have been involved in the risk assessment to ensure the formal risk methodology used has not missed out any risks. The example table below should be used as the format to identify the risks and document the controls used to mitigate those risks. >

Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level

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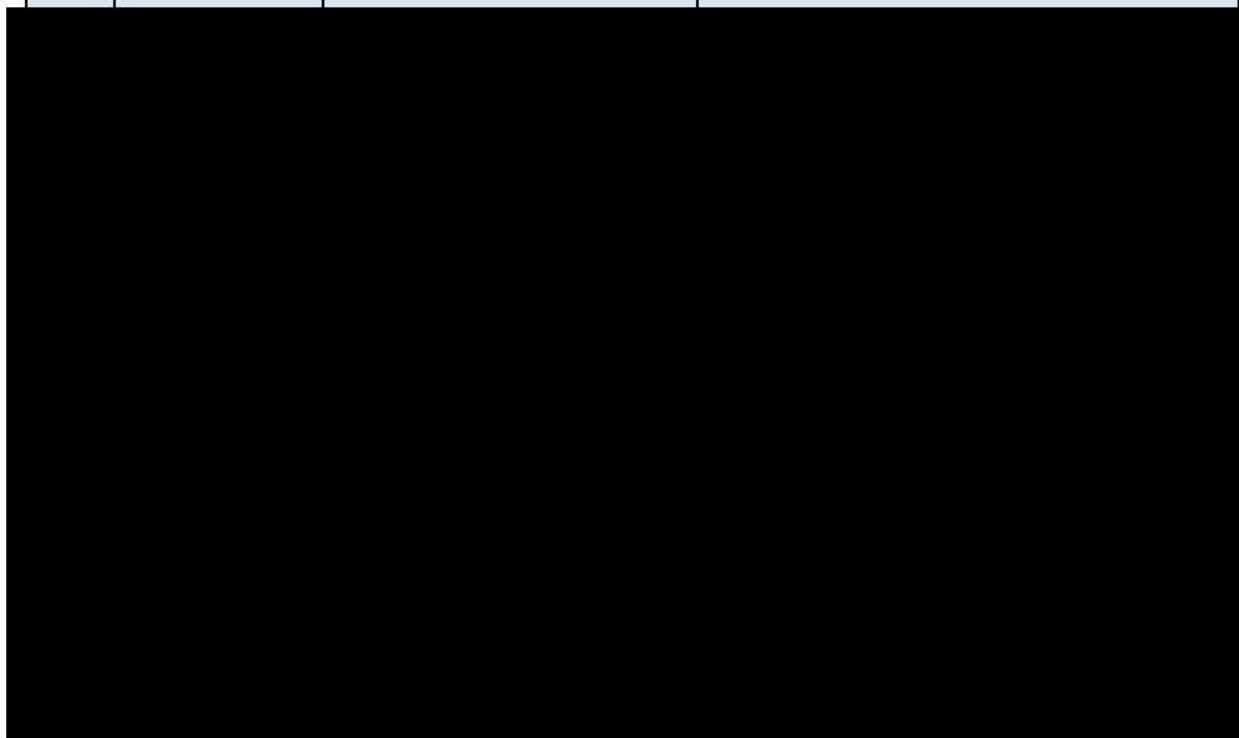
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3.5 Controls

<The controls listed above to mitigate the risks identified should be detailed. There should be a description of each control, further information and configuration details where relevant, and an assessment of the implementation status of, and assurance in, the control. A sample layout is included below.>

ID	Control title	Control description	Further information and assurance status
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3.6 Residual risks and actions

<A summary of the residual risks which are likely to be above the risk appetite stated after all controls have been applied and verified should be listed with actions and timescales included.>

4 In-service controls

< This section should describe the controls relating to the information lifecycle, including development, testing, in-service, termination and on-going risk management and assurance. Details of any formal assurance requirements specified in the contract such as security CHECK testing or maintained ISO27001 certification should be included. This section should include at least:

- (a) information risk management and timescales and triggers for a review;*
- (b) contractual patching requirements and timescales for the different priorities of patch;*
- (c) protective monitoring arrangements to include how anomalous behaviour is identified and acted upon as well as how logging and auditing of user activity is done;*
- (d) configuration and change management;*
- (e) incident management;*

- (f) *vulnerability management;*
- (g) *user access management; and*
- (h) *data sanitisation and disposal.>*

5 Policies, Processes and Operating Procedures

<List any relevant policies, Processes and Operating Procedures that support the confidentiality, integrity and availability of the Information Management.>

6 Major Hardware and Software and end of support dates

< This should be a table which lists the end of support dates for hardware and software products and components. An example table is shown below.>

Name	Version	End of mainstream Support/Extended Support	Notes/RAG Status
Server Host	HP XXXX	Feb 2020/ March 2022	

7 Incident Management Process

<The suppliers' process, as agreed with the Authority and in-line with Schedule 2.2 – (Performance Levels), should be included here. It must as a minimum include the protocol for how and when incidents will be reported to the Authority and the process that will be undertaken to mitigate the incidents and investigate the root cause.>

8 Security Requirements for User Organisations

<Any security requirements for connecting organisations or departments should be included or referenced here.>

9 Required Changes Register

<The table below shows the headings for the Required Changes Register which should be maintained and used to update the contents of this document at least annually.>

Ref	Section	Change	Agreed With	Date agreed	Documentation update	Status
1	6.4	A new third party supplier XXXX will be performing the print capability.	Authority name	11/11/2018	Jul-2019	Open

10 Appendix A. ISO27001 and Cyber Essential Plus certificates

<Certifications relied upon should have their certificates included>

11 Appendix B. Cloud Security Principles assessment

<A spreadsheet may be attached>

12 Appendix C. Protecting Bulk Data assessment if required by the Authority/Customer

<A spreadsheet may be attached>

13 Appendix D. Latest ITHC report and Vulnerability Correction Plan

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SCHEDULE 2.5

INSURANCE REQUIREMENTS

SCHEDULE 2.5

INSURANCE REQUIREMENTS

1 OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations to the Authority under this Agreement, including its indemnity and liability obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 of this Schedule and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective from the Effective Date.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and with a reputable insurance company (as determined by the Authority and in accordance Paragraph 1.4 of this Schedule) and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor operating in the same industry or performing substantially similar business in respect of risks insured in the international insurance market from time to time.
- 1.3 The Supplier shall always maintain the Insurances in full force and effect from the Effective Date until the date which is six (6) years following the end of the Term.
- 1.4 The Insurances shall be taken out and maintained with insurers who are:
- (a) of good financial standing;
 - (b) appropriately regulated;
 - (c) regulated by the applicable regulatory body and is in good standing with that regulator; and
 - (d) except in the case of any Insurances provided by an Affiliate of the Supplier, of good repute in the international insurance market.
- 1.5 The Supplier shall ensure that any public and / or products liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the provision of Goods and Services under or in connection with this Agreement, and for which the Supplier is legally liable.

2 GENERAL OBLIGATIONS

- 2.1 Without limiting the other provisions of this Agreement, the Supplier shall:
- (a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Goods and Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - (b) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - (c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.
- 2.2 Neither failure to comply, nor full compliance, with the insurance provisions of the Agreement shall limit or relieve the Supplier of its other liabilities and obligations under this Agreement.

3 FAILURE TO INSURE

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to:
- (a) cancel, rescind or suspend any of the Insurances or cover, Insurances, cover; or
 - (b) treat any of the Insurances, cover or claim as avoided in whole or in part; or
 - (c) refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4 EVIDENCE OF INSURANCES

- 4.1 The Supplier shall provide notice (in a form satisfactory to the Authority) to the Authority:
- (a) upon the Effective Date;
 - (b) at least fifteen (15) Working Days prior to the renewal or replacement of each of the Insurances; and
 - (c) within fifteen (15) Working Days after the renewal or replacement of each of the Insurances

that the Insurances are in force and effect, will be renewed as required and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Agreement.

- 4.2 The Supplier shall also provide any further information reasonably requested by the Authority in relation to the Insurances at any time during the Term.

5 AGGREGATE LIMIT OF INDEMNITY

- 5.1 For each policy of insurance identified in this Schedule, the Supplier shall meet or exceed the insurance cover level expressly identified in this Schedule for such insurance policy. Where an insurance policy in this Schedule does not expressly identify the insurance cover level, the Supplier shall maintain a level of insurance cover appropriate for such insurance cover in connection with this Agreement.
- 5.2 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
- (a) if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Authority:
 - i) details of the policy concerned; and
 - ii) its proposed solution for maintaining the minimum limit of indemnity specified; and

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- (b) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Supplier shall:
- i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
 - ii) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

6 CANCELLATION

- 6.1 Subject to Paragraph 6.2 of this Schedule, the Supplier shall notify the Authority in writing at least thirty (30) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances, and as soon as reasonably practicable of any avoidance or attempted avoidance of any of the Insurances.
- 6.2 Without prejudice to the Supplier's obligations under Paragraph 4 of this Schedule, Paragraph 6.1 of this Schedule shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

7 INSURANCE CLAIMS, PREMIUMS AND DEDUCTIBLES

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Goods and Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Goods and Services and/or this Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- 7.2 The Supplier shall maintain a register of all claims under the Insurances in connection with this Agreement and shall allow the Authority to review such register at any time.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

ANNEX 1: REQUIRED INSURANCES

PART A: INSURANCE CLAIM NOTIFICATION

Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of ten thousand pounds sterling (£10,000) relating to or arising out of the provision of the Goods and Services or this Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

PART B: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1 Insured

The Supplier

2 Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.2 loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5 of this Part B of this Annex 1) and arising out of or in connection with the provision of the Goods and Services and in connection with this Agreement.

3 Limit of indemnity

Not less than ten million pounds sterling (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but ten million pounds sterling (£10,000,000) in the aggregate per annum in respect of products liability.

4 Territorial limits

United Kingdom

5 Period of Insurance

The Supplier shall maintain the Insurance required under this Part B for the period identified in Paragraph 1.3 above in this Schedule.

6 Cover features and extensions

Indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Agreement and for which the Supplier is legally liable.

7 Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured

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arising out of the course of their employment.

- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

For employers' liability insurance the Supplier shall provide cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds sterling (£10,000,000).

PART D: PROFESSIONAL INDEMNITY INSURANCE

1. INSURED

The Supplier

2. INTEREST

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 5 of this Part D of this Annex 1) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Goods and Services.

3. LIMIT OF INDEMNITY

Not less than (ten million pounds sterling (£10,000,000) in respect of any one claim or the aggregate per annum, exclusive of defence costs which are payable in addition.

4. TERRITORIAL LIMITS

United Kingdom

5. PERIOD OF INSURANCE

The Supplier shall maintain the Insurance required under this Part D for the period identified in Paragraph 1.3 above in this Schedule.

6. COVER FEATURES AND EXTENSIONS

- 6.1 Retroactive cover to apply to any "claims made policy wording" in respect of this Agreement or retroactive date to be no later than the Effective Date.
- 6.2 The Supplier shall ensure that this policy does not contain any exclusions for claims arising for a data breach and/or a cyber incident and that such policy shall cover claims relating to

data breaches and cyber incidents.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

**PART E: AUTHORITY PROPERTY DAMAGE INSURANCE /
GOODS IN TRANSIT INSURANCES**

1. INSURED

The Supplier

2. INTEREST

Loss or damage to the Authority's physical property in the care, custody and control of the Supplier.

3. LIMIT OF INDEMNITY

Not less than five million US dollars (\$5,000,000) in respect of any one incident of loss.

4. TERRITORIAL LIMITS

United Kingdom

5. PERIOD OF INSURANCE

The Supplier shall maintain the Insurance required under this Part E for the period that the Supplier has the Authority's physical property in its care, custody and control.

6. COVER FEATURES AND EXTENSIONS

6.1 All primary insurable perils, including physical damage to property whilst in transit.

6.2 The Supplier shall ensure that this policy does not contain any exclusions for physical damage arising from a cyber incident and that such policy shall cover incidents of loss relating to cyber incidents.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

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SCHEDULE 3

AUTHORITY RESPONSIBILITIES

SCHEDULE 3

AUTHORITY RESPONSIBILITIES

1 INTRODUCTION

1.1 The responsibilities of the Authority solely set out in Paragraphs 2 and 3 of this Schedule shall constitute the Authority Responsibilities under this Agreement. Any obligations or responsibilities of the Authority in:

- (a) Part B (Supplier Solution) of Schedule 2.1 (*Services Description*);
- (b) Security Management Plan;
- (c) Implementation Plan;
- (d) any Change Authorisation Note; or
- (e) any Documentation provided pursuant to this Agreement (including any Documentary Deliverables),

shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically stated to be "Authority Responsibilities" and cross referenced in the table in Paragraph 3 of this Schedule.

1.2 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2 GENERAL OBLIGATIONS

2.1 The Authority shall:

- (a) perform those obligations of the Authority which are set out in the Clauses of this Agreement, and the Paragraphs of the Schedules;
- (b) use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;
- (c) provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties under this Agreement as defined in the Implementation Plan;
- (d) use its reasonable endeavours to provide such Documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such Documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and
- (e) procure for the Supplier such agreed access and use of the Authority Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Agreement, such access to be provided during the Authority's normal working hours on each Working Day or as otherwise agreed by the Authority (such agreement not to be unreasonably withheld or delayed).

3 SPECIFIC OBLIGATIONS

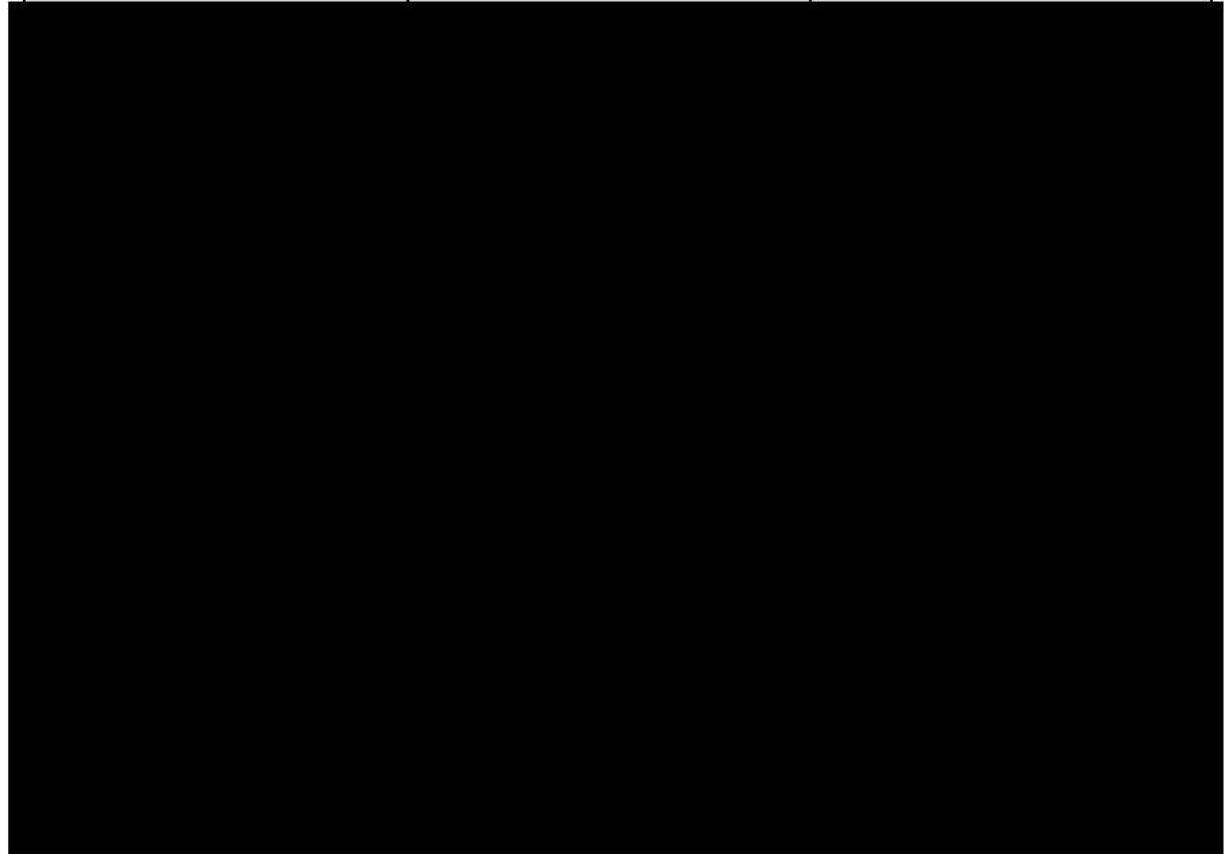
3.1 The Authority shall, in relation to this Agreement perform the Authority's Responsibilities

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identified as:

- (a) 'Level 4' or 'L4' in Part A of Schedule 2.1 (*Services Description*); and
- (b) those Authority Responsibilities detailed in the table below in this Paragraph 3:

Authority Responsibilities		
Document	Location (Paragraph)	Third party on which the Authority Responsibility is dependant



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SCHEDULE 4.1

NOT USED

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SCHEDULE 4.2

COMMERCIALLY SENSITIVE INFORMATION

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SCHEDULE 4.3

NOTIFIED KEY SUB-CONTRACTORS

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SCHEDULE 4.4

THIRD PARTY CONTRACTS

SCHEDULE 4.4

THIRD PARTY CONTRACTS

1 SUPPLIER THIRD PARTY CONTRACTS

- 1.1 The contracts listed in the table below in this Paragraph 1 constitute the Supplier Third Party Contracts entered into by the Supplier and the relevant third party for the purposes of providing the Goods and Services under this Agreement.
- 1.2 The Supplier shall be entitled to update this Schedule in accordance with Clause 15.1 (*Appointment of Sub-contractors*).
- 1.3 Paragraph 18.1 of Part A of Schedule 2.1 (*Services Description*) applies to all Supplier Third Party Contracts. Paragraph 18.1 of Part A of Schedule 2.1 (*Services Description*) shall also apply to Authority Third Party Contracts, which also contain additional obligations.

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Third party supplier name and address (if not the same as the registered office)	Registered office and company number	Related product	Service description	Is the Third Party Supplier a SME? (Y/N)	Is this an Exclusive Supplier Third Party Contract? (Y/N)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2 AUTHORITY NOVATED THIRD PARTY CONTRACTS

The following Authority Third Party Contracts shall be novated to the Supplier in accordance with the timelines set out in the Implementation Plan.

Third party supplier name and address (if not the same as the registered office)	Registered office and company number	Related product	Service description	Expiry Date of the Contract
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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SCHEDULE 5

SOFTWARE

SCHEDULE 5
SOFTWARE

1 GENERAL

- 1.1 The Software below in Paragraphs 2 to 5 (inclusive) is licensed to the Authority in accordance with Clauses 16 (*Intellectual Property Rights*) and 17 (*Transfer and Licences Granted by the Supplier*). The Supplier shall update the Software listed in Paragraphs 2 to 5 (inclusive) periodically (and in any event once per Contract Year).
- 1.2 The Software described in Paragraph 6 below is licensed to the Supplier in accordance with Clause 18 (*Licences Granted by the Authority*). The Authority shall be entitled to update the Software listed in Paragraph 6 from time to time.

2 SUPPLIER SOFTWARE

The Supplier Software includes the following items:

Software	Version	Licensor (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry (as applicable)*
No Supplier software								

3 THIRD PARTY SOFTWARE

The Third Party Software shall include the following items:

Third Software	Party	Supplier	Purpose	Restrictions	Type (COTS or Non- COTS)	Term/Expiry
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

4 OPEN SOURCE SOFTWARE

The following Software is Open Source:

Software	Open Source component(s)
No Open Source software	

5 DEPOSITED SOFTWARE

The Deposited Software shall include the following items:

Deposited Software	Supplier
No Deposited software	

--	--

6 AUTHORITY SOFTWARE

- 6.1 The Authority Software described in this Paragraph 6 and listed in Annex 3 of this Schedule is licensed to the Supplier in accordance with Clause 18 (*Licences Granted by the Authority*).
- 6.2 The Supplier is required to use and manage the Authority Software listed in the table in Annex 3 from Milestone M2 (Service Desk Go Live) in accordance with Paragraph 12.3 of Part A of Schedule 2.1 (*Services Description*).
- 6.3 The Charges for using and managing the Software in accordance with Paragraph 12.3 of Part A of Schedule 2.1 (*Services Description*) are set out in Schedule 7.1 (*Charges and Invoicing*).

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**ANNEX 1: FORM OF LETTER RE SUB-LICENSING OF SUPPLIER COTS SOFTWARE AND
SUPPLIER COTS BACKGROUND IPRS**

[Supplier letterhead]

**[insert Authority
name and address]**

[Date]

Dear Sirs

**LICENCES FOR SUPPLIER COTS SOFTWARE AND SUPPLIER COTS
BACKGROUND IPRS**

We refer to the agreement between us dated **[insert date]** in respect of **[brief summary of
subject of the Agreement]** (the “**Agreement**”). Capitalised expressions used in this letter have
the same meanings as in the Agreement.

In accordance with Clause 17.4(b) of the Agreement we confirm that:

- 1 the Authority is licensed by the Supplier to use the Supplier COTS Software and Supplier COTS Background IPRs identified in the first column of the Appendix to this letter (the “**Appendix**”) on the terms of the licences identified in the second column of the Appendix (the “**Licences**”); and
- 2 notwithstanding any provision to the contrary in the Licences, it is agreed that the Authority may sub-license, assign and novate the Supplier COTS Software and Supplier COTS Background IPRs as referred to in Clause 17.4(b) of the Agreement.

Yours faithfully,

Signed:

On behalf of [name of the Supplier]

ANNEX 2: FORM OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on **[date]** 20

BETWEEN:

- (1) **[insert name]** of **[insert address]** (the “**Sub-licensee**”); and
- (2) **[insert name]** of **[insert address]** (the “**Supplier**” and together with the Supplier, the “**Parties**”).

WHEREAS:

- (A) **[insert name of Authority]** (the “**Authority**”) and the Supplier are party to a contract dated **[insert date]** (the “**Contract**”) for the provision by the Supplier of **[insert brief description of services]** to the Authority.
- (B) The Authority wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Authority pursuant to the Contract (the “**Sub-licence**”).
- (C) It is a requirement of the Contract that, before the Authority grants such Sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Supplier.

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires:

**“Confidential
Information”**

means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Authority to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:
 - (i) the Supplier; or
 - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;
- (b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Supplier to the Authority pursuant to

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or in connection with the Sub-licence;

- (c) other Information provided by the Authority pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and
- (d) Information derived from any of the above,
but not including any Information that:
- (e) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Authority;
- (f) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
- (g) was independently developed without access to the Information;

“Information” means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

“Sub-licence” has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

- (a) a reference to any gender includes a reference to other genders;
- (b) the singular includes the plural and vice versa;
- (c) the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- (d) references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- (e) headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- (f) references to Clauses are to clauses of this Agreement.

2 CONFIDENTIALITY OBLIGATIONS

2.1 In consideration of the Authority entering into the Sub-licence, the Sub-licensee shall:

- (a) treat all Confidential Information as secret and confidential;

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- (b) have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- (c) not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
- (d) not transfer any of the Confidential Information outside the United Kingdom;
- (e) not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
- (f) immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- (g) upon the expiry or termination of the Sub-licence:
 - (i) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
 - (ii) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and
 - (iii) make no further use of any Confidential Information.

3 PERMITTED DISCLOSURES

- 3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:
- (a) reasonably need to receive the Confidential Information in connection with the Sub-licence; and
 - (b) have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and
 - (c) have agreed to terms similar to those in this Agreement.
- 3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.
- 3.3 Before making a disclosure pursuant to Clause 3.2, the Sub-licensee shall, if the circumstances permit:
- (a) notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
 - (b) ask the court or other public body to treat the Confidential Information as confidential.

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4 GENERAL

- 4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
- (a) to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;
 - (b) to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
 - (c) as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 (CRTPA) no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5 NOTICES

- 5.1 Any notice to be given under this Agreement (each a “**Notice**”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.
- 5.2 Any Notice:
- (a) if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. “The Finance Director”]

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(b) if to be given to the Sub-licensee shall be sent to:

[Name of Organisation]
[Address]

Attention: []

6 GOVERNING LAW

- 6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.
- 6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [name of Supplier]

Signature:

Date:

Name:

Position:

For and on behalf of [name of Sub-licensee]

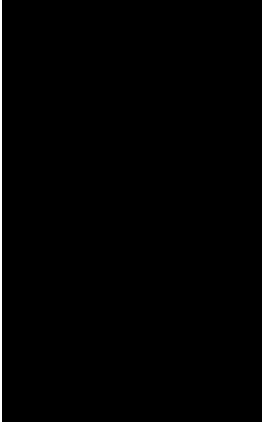
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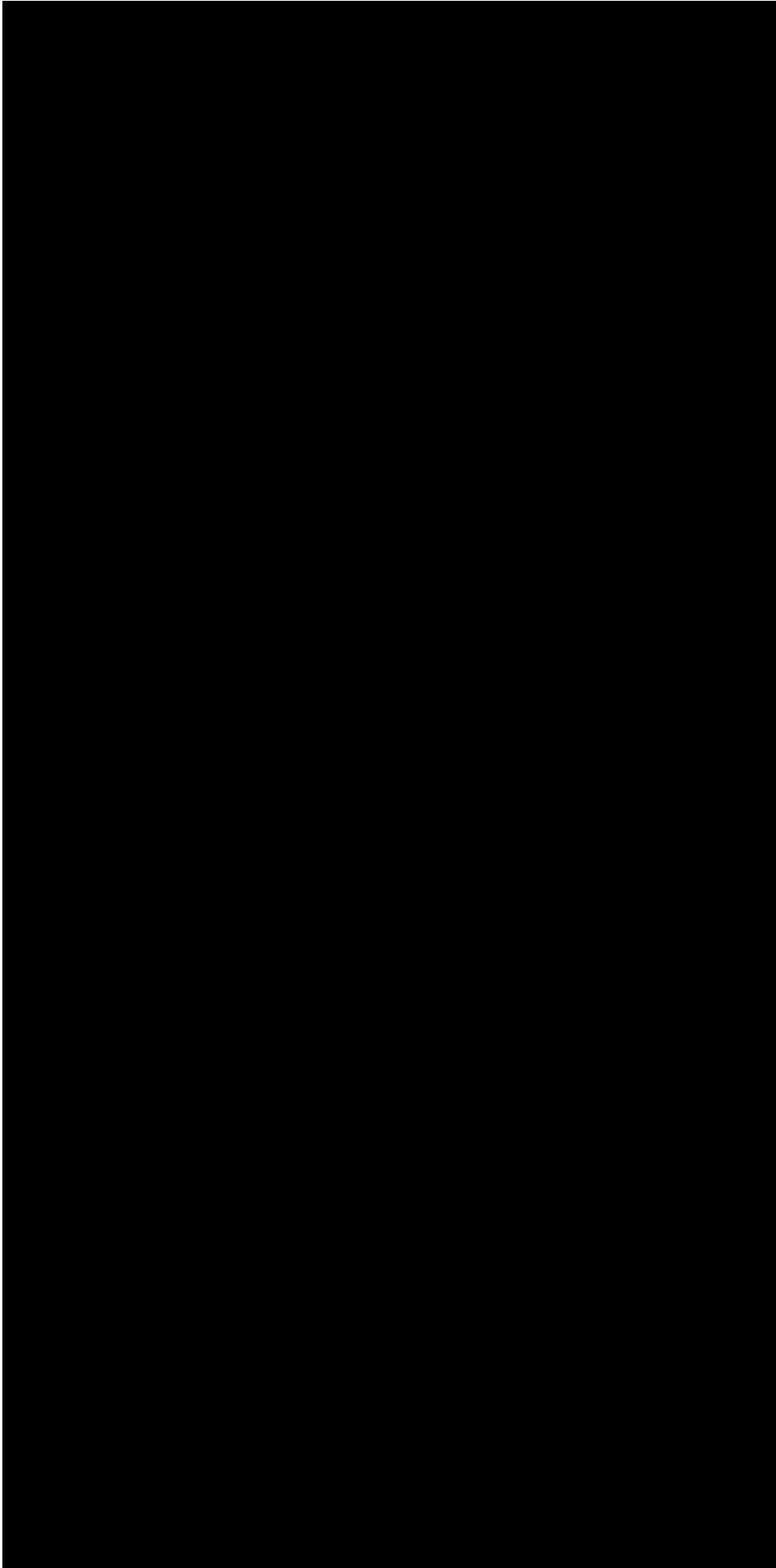
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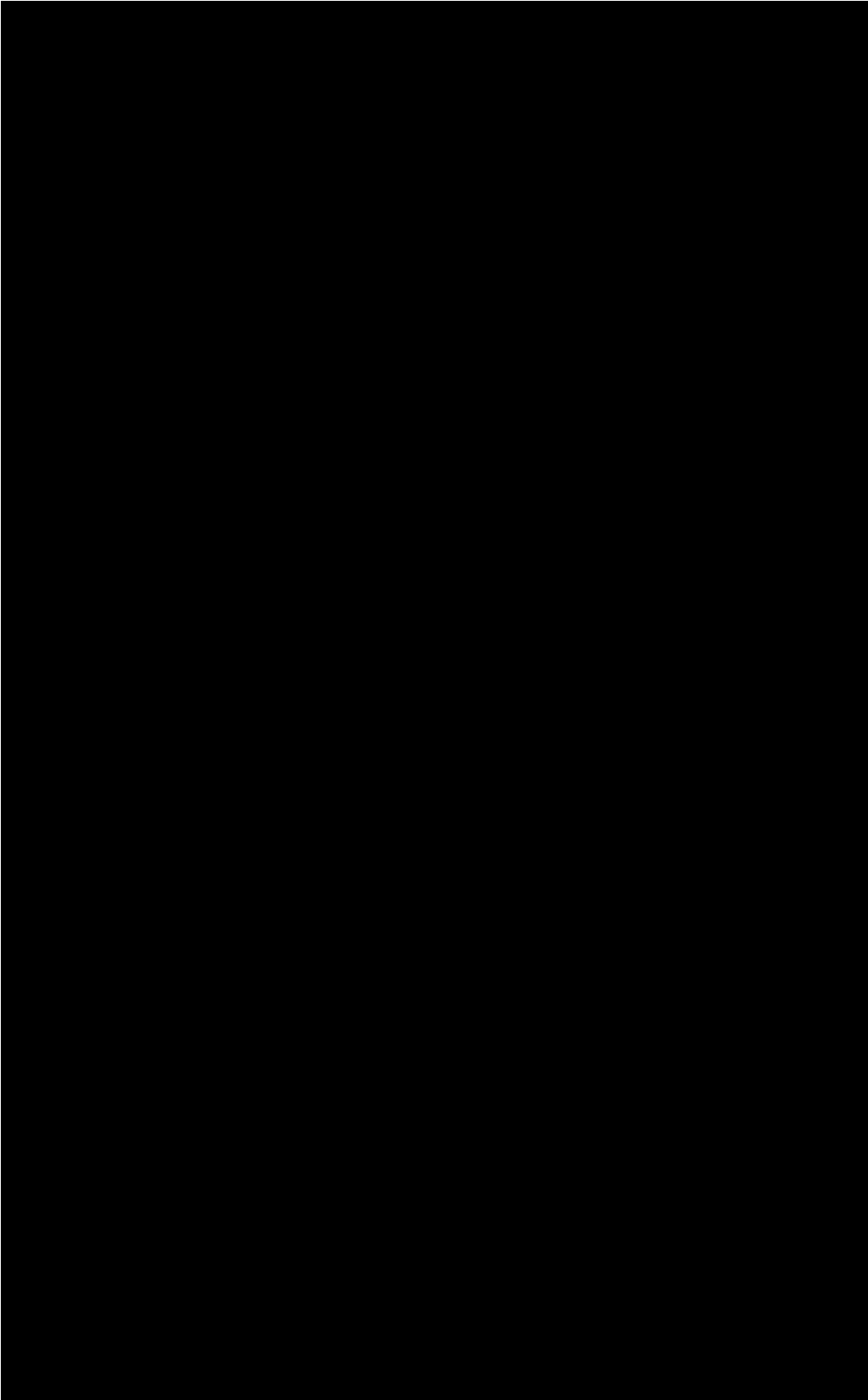
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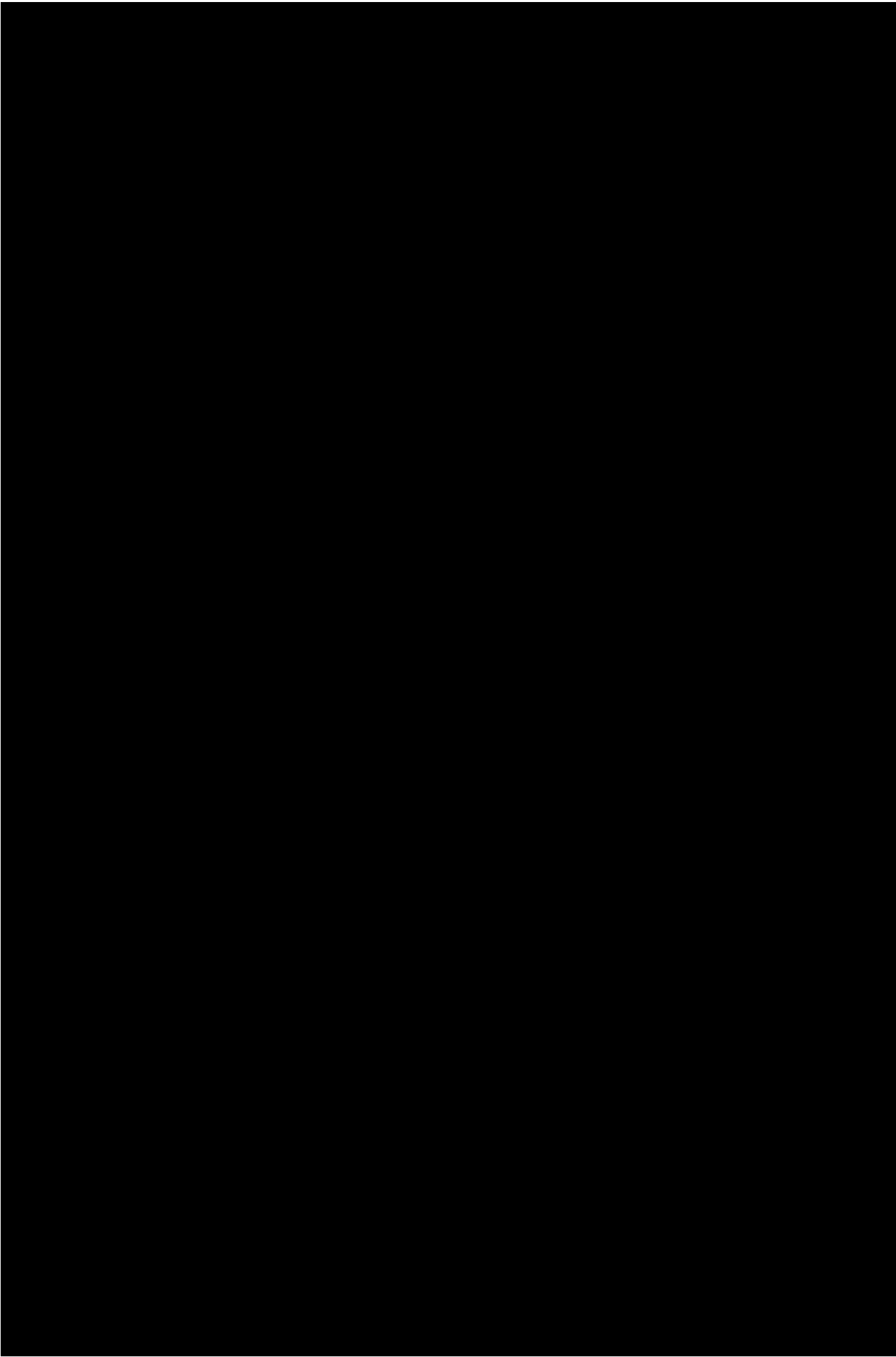
ANNEX 3: AUTHORITY SOFTWARE

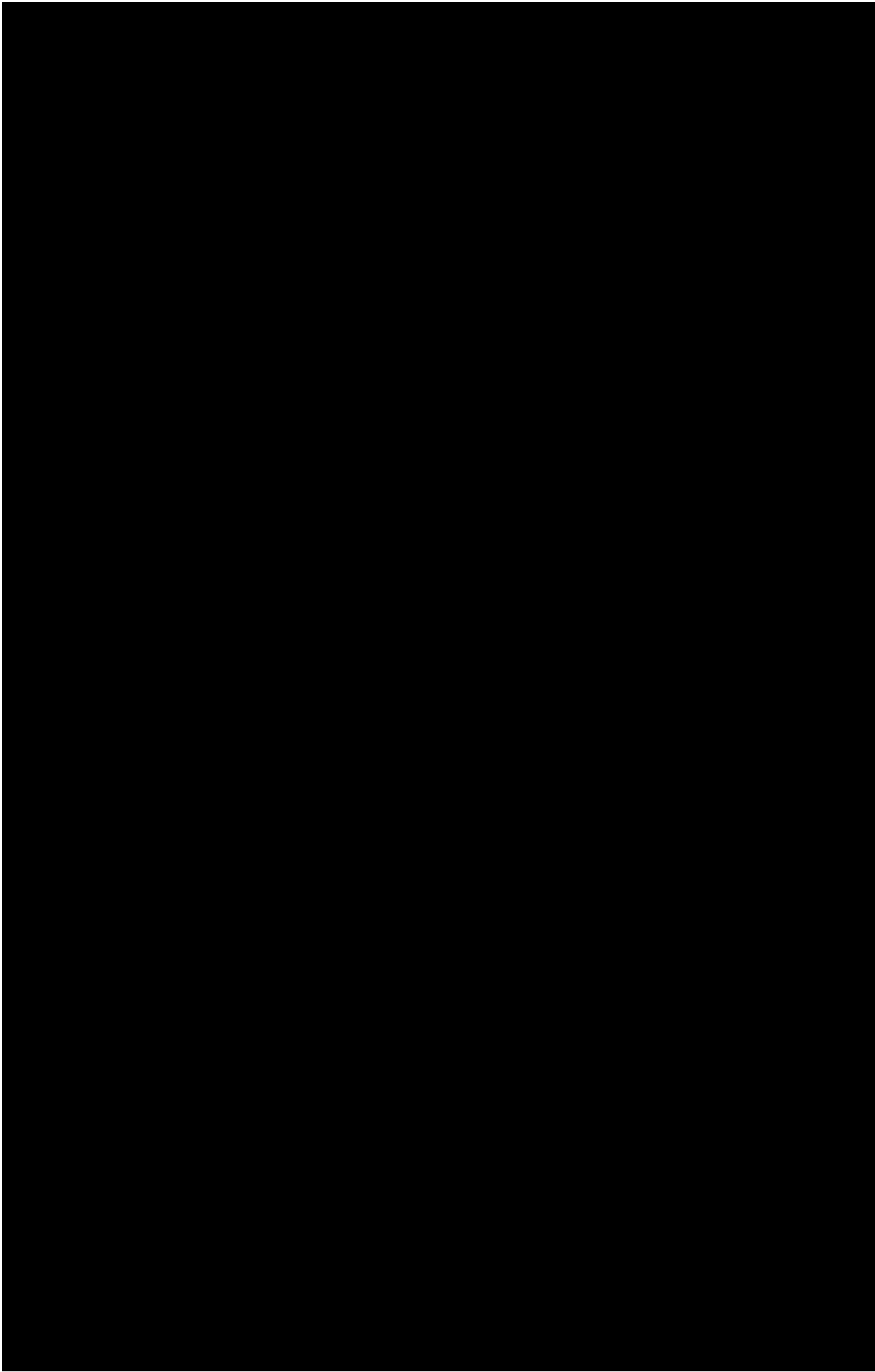


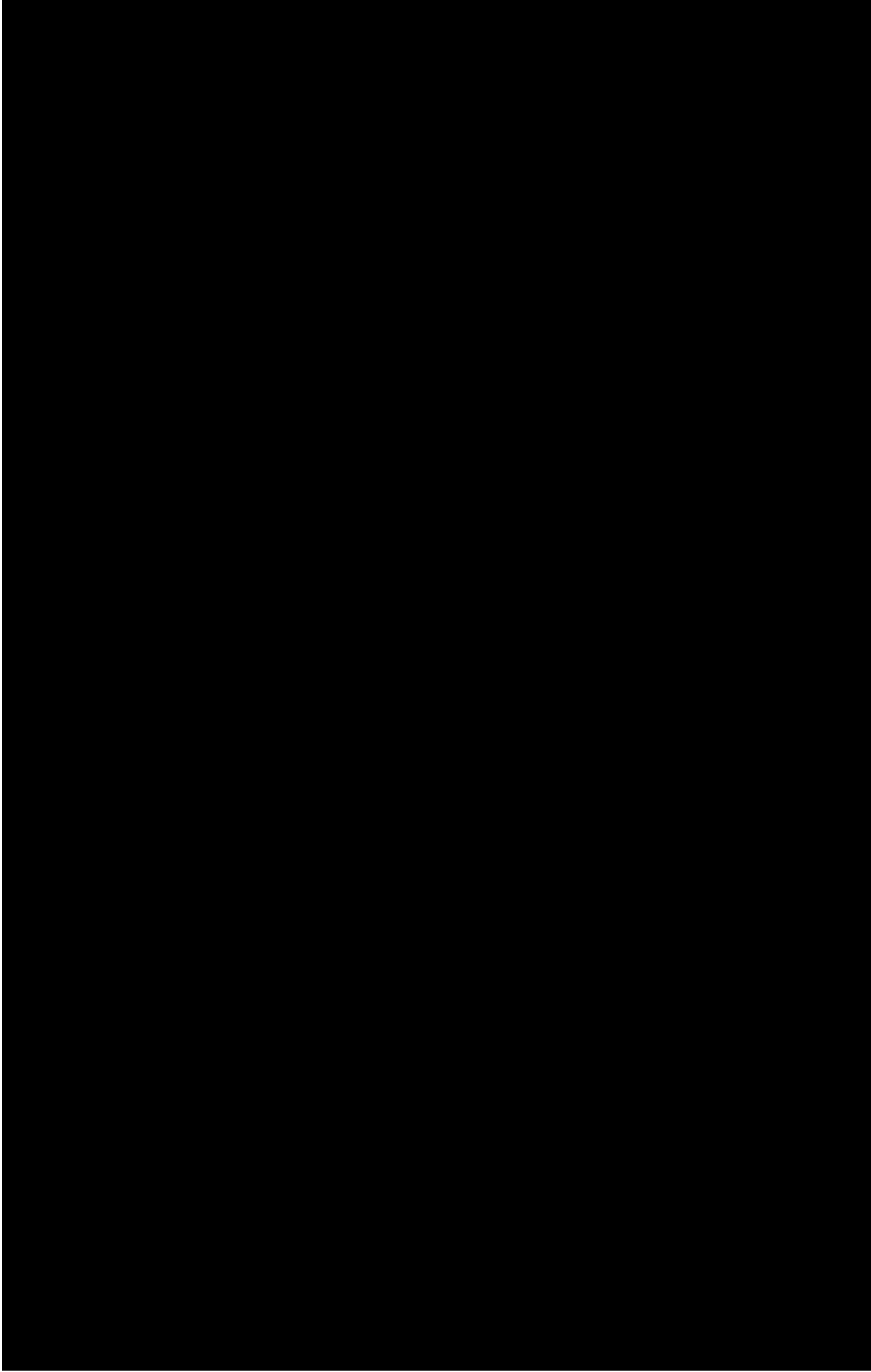
Vendor /Licensor	Product Name /Software	Version	Product Type /Purpose	Client Build	Deployment Type	Licence Type /Renewal Type	Contract Source	Renewal Type	Organisation	Start Date	End Date	Quantity Purchased /Owned	Quantity Deployed	Balance	IMS4 Software List
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SCHEDULE 6.1
IMPLEMENTATION PLAN

SCHEDULE 6.1

IMPLEMENTATION PLAN

1 INTRODUCTION

1.1 This Schedule consists of the following five parts (A – E) and five Annexes:

- (a) Part A (Overview and Implementation Plans) – this contains the overarching objectives and principles for Implementation, and the process for developing the Implementation Plans;
- (b) Part B (Key Implementation Requirements) - this contains the key requirements for Implementations;
- (c) Part C (General Implementation Obligations) – this contains the general obligations for Implementations;
- (d) Part D (Implementation Governance) - this contains the requirements for governance for Implementations;
- (e) Part E (Documentary Deliverables) – this contains the requirements for the Documentary Deliverables;
- (f) Annex 1 (Milestones);
- (g) Annex 2 (Outline Implementation Plan);
- (h) Annex 3 (Product Descriptions);
- (i) Annex 4 (Milestone Achievement Certificate); and
- (j) Annex 5 (Implementation Constraints).

1.2 This Schedule applies to the Projects delivered under the initial Implementation of the Goods and Services, and this Schedule shall also apply to the delivery of any future Projects, programmes or Deliverables to be implemented under Schedule 8.2 (*Change Control Procedure*) by the Supplier.

PART A: OVERVIEW AND IMPLEMENTATION PLANS

2 OUTLINE IMPLEMENTATION PLAN

- 2.1 The Outline Implementation Plan is set out in Annex 2.
- 2.2 All Changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 32 (*Authority Cause*)).

3 APPROVAL OF THE DETAILED IMPLEMENTATION PLAN

- 3.1 The Supplier shall submit a draft of the Detailed Implementation Plan to the Authority as a work in progress within twenty (20) Working Days of the Effective Date for a checkpoint review and feedback, with the final draft to be submitted to the Authority for approval within forty (40) Working Days of the Effective Date.
- 3.2 The Supplier shall ensure that the draft Detailed Implementation Plan:
- (a) incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;
 - (b) includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:
 - (i) the completion of each design document;
 - (ii) the completion of the build phase;
 - (iii) the identification and completion of any dependent Supplier Deliverables or activities necessary to Achieve the relevant Milestone;
 - (iv) the submission and approval of all relevant Documentary Deliverables associated with Milestone M1 (High Level Design and detailed planning complete), Milestone M2 (Service Desk Go Live), Milestone M3 (Service Transition Complete) and Milestone M4 (CPP Milestone) in accordance with the Document Approval Procedure;
 - (v) the completion of any Testing to be undertaken in accordance with Schedule 6.2 (*Testing Procedures*); and
 - (vi) training and roll-out activities;
 - (c) clearly outlines all the steps required to Achieve each of the Milestones, together with a high level plan for the rest of the programme, in conformity with the Authority Requirements;
 - (d) includes draft Test Success Criteria, to be agreed with the Authority in accordance with the provisions of Schedule 6.2 (*Testing Procedures*);
 - (e) clearly outlines the required roles and responsibilities of all parties including staffing requirements;
 - (f) clearly sets out any dependencies;
 - (g) reviews and impact assess any WIP (Work in Progress);
 - (h) is produced using a software tool as specified by the Authority, or as otherwise agreed

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by the Authority;

- (i) is produced in accordance with the Detailed Implementation Product Description set out in Annex 3 of this Schedule, provided that if there are any conflicts between the provisions of this Part A and the provisions of Annex 3, then the provisions of this Part A shall apply and prevail.
- 3.3 Prior to the submission of the draft Detailed Implementation Plan to the Authority in accordance with Paragraph 3.1 of this Schedule, the Authority shall have the right:
 - (a) to review any Documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:
 - (i) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;
 - (ii) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and
 - (iii) any other work in progress in relation to the Detailed Implementation Plan; and
 - (b) to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.
- 3.4 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Authority shall:
 - (a) review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
 - (b) notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than 5 Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Authority.
- 3.5 If the Authority rejects the draft Detailed Implementation Plan:
 - (a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - (b) the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Authority for the Authority's approval within 5 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 3.4 and this Paragraph 3.5 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 3.6 If the Authority approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Authority's notice of approval.

4 UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN

- 4.1 Following the approval of the Detailed Implementation Plan by the Authority:
 - (a) the Supplier shall provide the Authority with progress reports and updates to the Detailed Implementation Plan at least every month with interim reviews available on a weekly basis;
 - (b) without prejudice to Paragraph 4.14.1 above, the Authority shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the

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Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Authority within (five) 5 Working Days of receiving such a request from the Authority (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);

- (c) any revised Detailed Implementation Plan shall (subject to Paragraph 4.2 below) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3 of this Schedule; and
 - (d) the Supplier's performance against the Implementation Plan shall be monitored at meetings of the IMS3/4 Transition and Exit Board (as defined in Schedule 8.1 (*Governance*)). In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Supplier to the Authority not less than 5 Working Days in advance of each meeting of the IMS3/4 Transition and Exit Board.
- 4.2 Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:
- (a) any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and
 - (b) in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 32 (*Authority Cause*).
- 4.3 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Authority.

5 GOVERNMENT REVIEWS

The Supplier acknowledges that the provision of the Goods and Services may be subject to Government review at key stages of the Project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

6 IMPLEMENTATION PLANS FOR FUTURE SERVICES AND FUTURE PROJECTS

The Parties agree that the processes and provisions of this Part A which relate to the creation, approval and maintenance of Implementation Plans shall also apply to the Implementation of any Future Services, future Projects, programmes and/or Deliverables that the Parties agree through the Change Control Procedure.

7 IMPLEMENTATION OVERVIEW

Implementation is the phase during which the Supplier shall Test and implement its Supplier Solution undertaking all necessary actions to replace the provision of the goods and services of the Exiting Supplier(s) with the Supplier Solution through the delivery of its: Implementation Plans, and the Deliverables as obligated under this Agreement.

8 IMPLEMENTATION OBJECTIVES

- 8.1 The objectives through Implementation shall be as follows:
- (a) to ensure the continued delivery of the Goods and Services, including but not limited to:
 - (i) minimising disruption to the Authority and its business units, in particular: their

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ability to discharge their functions and responsibilities; and accounts for the business lifecycle and variations in business unit volumes; and

- (ii) to minimise disruption to the provision of the Goods and Services;
- (b) review and Test in accordance with Schedule 6.2 (*Testing Procedures*), to ensure that the Goods and Services are delivered in accordance with the Authority Requirements contained in this Schedule and Part A of Schedule 2.1 (*Services Description*) following the relevant Operational Service Commencement Date;
- (c) transfer responsibility for the provision of the goods and services to the Supplier such that all planned and agreed change is in accordance with the Agreement and that the Authority and End Users are kept fully informed of all relevant changes to the provision of the Goods and Services;
- (d) to support the effective implementation of the Authority's Service Operating Model, maintaining the Authority's ability to manage business and technology change throughout Implementation;
- (e) where appropriate to enable the Authority to modernise Services performed and Goods provided and deliver associated benefits in accordance with the Agreement;
- (f) to set-up and maintain open, honest and collaborative relationships with the Authority, and Other Suppliers, in accordance with the collaboration requirements of this Agreement, including the provisions of Schedule 8.8 (*Collaboration Agreement*); and
- (g) to minimise costs to the Authority of Implementation to the extent reasonably practicable.

9 IMPLEMENTATION PRINCIPLES

- 9.1 The Supplier shall undertake all agreed activities necessary to enable delivery of the Goods and Services. This shall include the replacement of all relevant goods and services provided under the Exiting Supplier(s) Contract.
- 9.2 The Supplier hereby acknowledges that the successful execution of Implementation is dependent upon cooperation between Other Suppliers, Exiting Supplier, the Authority, and the Supplier. The Supplier shall encourage the cooperation of the Exiting Supplier and shall comply with its obligations set out in this Schedule during Implementation.
- 9.3 In the event of any Dispute between the Supplier, Other Suppliers, Exiting Supplier and/or the Authority during Implementation, this shall be resolved in accordance with the provisions in Schedule 8.3 (*Dispute Resolution Procedure*).
- 9.4 The Supplier shall assign designated and appropriately skilled individuals to manage the detailed planning and delivery for each Implementation Project.
- 9.5 The Supplier shall be responsible for the creation, management, implementation, maintenance and ownership of the Implementation Plans, Supplier Solution and Documentation and shall make these available to the Authority and the Other Suppliers where needed.

10 IMPLEMENTATION DELIVERY GENERAL APPROACH

- 10.1 The Supplier's progression through Implementation shall be tracked against a series of Milestones specified on its Implementation Plan.
- 10.2 The Supplier shall not commence Implementation activities reflected on its Implementation Plan or commence the delivery of the Goods and Services that are dependent upon the

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Authority granting an Authority to Proceed (ATP) until the Authority has issued the Milestone Achievement Certificate in respect of the relevant ATP

- 10.3 The Supplier shall specify in its Implementation Plan those Milestones that are ATP Milestones.
- 10.4 The Supplier and the Authority shall agree the detailed Acceptance Criteria for each Milestone and record such Acceptance Criteria in the relevant PID. Outline Acceptance Criteria applicable to ATP Milestones are set out in Paragraph 27 of this Schedule.

11 PLANS AND PLAN MILESTONES

- 11.1 The Supplier shall develop, deliver and maintain plans to support the Supplier's Implementation, these shall include but not be limited to:
- (a) Implementation Plan in accordance with this Part A;
 - (b) detailed workstream plans;
 - (c) detailed cutover plans; and
 - (d) Implementation contingency plan(s).
- 11.2 The Supplier shall perform its obligations to Achieve each Milestone by the Milestone Date and in accordance with this Agreement and shall avoid unnecessary risks to the delivery of the Goods and Services.

12 IMPLEMENTATION PLANNING AND INTEGRATION

- 12.1 The Parties acknowledge the importance of detailed planning for the Implementation of the Goods and Services under this Agreement.
- 12.2 The Authority shall have the right, at any time, to review any Implementation Documentary Deliverables.
- 12.3 The Authority shall have the right to require the Supplier to include any reasonable changes or provisions in the Implementation Documentary Deliverables as appropriate in order for the Implementation Documentary Deliverables to comply with the requirements of this Agreement.

PART B: KEY IMPLEMENTATION REQUIREMENTS

13 IMPLEMENTATION CONSTRAINTS

- 13.1 The Supplier shall ensure that it considers, takes into account and complies with the principles, constraints and requirements set out in Annex 5 (Implementation Constraints) when preparing the Implementation Plans and fulfilling the Implementation Services.
- 13.2 If the Parties wish to agree Key Implementation Requirements for Future Services and/or future Projects, they shall do so in accordance with Schedule 8.2 (*Change Control Procedure*).

PART C: GENERAL IMPLEMENTATION OBLIGATIONS

14 IMPLEMENTATION SERVICES

- 14.1 There are four stages to Implementation and the delivery of Projects and the Supplier shall plan accordingly:
- (a) Initiation;
 - (b) Design and develop;
 - (c) Build, test, and deliver; and
 - (d) Accept by way of Acceptance Criteria.
- 14.2 The Supplier shall comply with any requirements relating to Implementation which are set out in the Technical Framework Document, Part A of Schedule 2.1 (*Services Description*), and Schedule 8.1 (*Governance*).
- 14.3 The Supplier shall deliver its Implementation by a series of Projects, each Project shall be designed to deliver one or more of the Services and/or Goods (as applicable). In liaison with the Supplier, the Authority may choose to nominate a Project Manager. For each Project the Supplier shall nominate a Project Manager, unless agreed otherwise with the Authority. Projects are initiated and thereafter delivered in accordance with the relevant provisions of this Schedule 6.1 (*Implementation Plan*), Schedule 8.1 (*Governance*) and Part A of Schedule 2.1 (*Services Description*).
- 14.4 The Supplier shall:
- (a) deliver the Goods and Services;
 - (b) implement its Supplier Solution such that:
 - (i) it meets the Acceptance Criteria by the relevant Milestone Date; and
 - (ii) following the relevant Operational Service Commencement Date for any aspect of the Supplier Solution, those Goods and Services shall be delivered in accordance with Part A of Schedules 2.1 (*Services Description*) and 2.2 (*Performance Levels*).
 - (c) co-cooperate with the Exiting Suppliers whose provision of goods and services are relevant to each Project;
 - (d) meet, achieve or exceed the security standards, including those set out in Schedule 2.3 (*Standards*) and Schedule 2.4 (*Security Management*) throughout the Implementation Period; and
 - (e) notify the Authority as soon as reasonably practical after it becomes aware that it will not Achieve a Milestone by the relevant Milestone Date, or that a dependency will not be achieved (by it or an Exiting Supplier) or that there is any other jeopardy or risk to any of the Supplier's Achievement of any of the Milestones.
- 14.5 Milestones that trigger payment to the Supplier and the applicable Milestone Payments are set out in Annex 1 of this Schedule, and in Schedule 7.1 (*Charges and Invoicing*).
- 14.6 All Milestones shown in Annex 1 of this Schedule shall also be set out in the Implementation Plan, in accordance with the provisions of Part A of this Schedule.

15 DELIVERY OF OPERATIONAL SERVICES

- 15.1 The Supplier shall deliver the Goods and/or Services (as applicable) or components thereof from the relevant OSCD(s). The Supplier shall provide the Goods and/or Services (as applicable) in accordance with the standards and requirements set out in Part A of Schedule 2.1 (*Service Descriptions*) and to achieve the performance and quality levels in Schedule 2.2 (*Performance Levels*).
- 15.2 The Supplier shall ensure that an organisation is in place in order to meet the provisions of this Agreement. The Supplier shall ensure that this is in place by the first Operational Service Commencement Date and includes as a minimum:
- (a) documented and agreed role descriptions;
 - (b) recruitment, appointment and training of appropriately security checked staff; and
 - (c) implementation of Processes, Procedures and tools.
- 15.3 The Supplier shall, during the Implementation Period, develop and implement Processes, Procedures, plans and tools as required to enable the mobilisation of the Supplier's organisation to deliver the Goods and Services. As a minimum these shall consist of the following:
- (a) financial management processes, e.g. invoicing, resolving billing enquiries, budgeting;
 - (b) staffing and skill plan;
 - (c) audit plan, e.g. security, Assets, service measurement;
 - (d) logistics, e.g. Supplier's premises, Authority Premises, connectivity;
 - (e) time recording solution for Services charged on a time and materials basis; and
 - (f) connectivity to the Supplier System for any transferred staff.

16 OPERATIONAL CHANGE

The Supplier shall review on an ongoing basis and throughout the Implementation Period all Operational Changes to the provision of the Goods and Services that are being delivered by the Exiting Suppliers and Other Suppliers and identify those Operational Changes that shall cause a material impact or deviation from its Implementation Plan or Supplier Solution. The Supplier shall bring this to the attention of the Authority along with their impact assessment of such deviation. Any failure to impact the Operational Change or inform the Authority prior to the acceptance of any Operational Change by the IMS3/4 Transition and Exit Board then this shall be deemed as acceptance by the Supplier that there is no material impact on its Implementation Plan or Supplier Solution.

17 PROCESSES AND PROCEDURES

- 17.1 During Implementation the Supplier shall work and co-operate with the Authority, Other Suppliers and Exiting Supplier to develop, document and implement the Processes and Procedures for the delivery of the Goods and Services and that comply with and align to the Authority's Policies, Processes and Procedures.
- 17.2 The Processes and Procedures shall enable delivery, management and reporting of each Service as it is implemented to the Supplier. This shall include the:
- (a) operating models that articulate which Party is responsible for the support and

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management of each element of an end to end service, this shall include the processes, interfaces and technical aspects;

- (b) the end to end Processes and Procedures operating across the Supplier and Other Suppliers;
- (c) tooling requirements and associated interfaces to deliver the Goods and Services; and
- (d) reporting that shall be delivered.

17.3 The Supplier shall ensure that Documentation capturing all the Processes and Procedures have been approved in writing by the Authority.

17.4 The Supplier shall co-operate and work with the Other Suppliers to document and implement the processes for those elements which are the Other Suppliers' responsibility and form part of the overall end to end process.

17.5 The Supplier shall ensure that the Processes have been developed to work instruction procedural level and implemented by the relevant OSCD.

17.6 The Supplier shall ensure that the Implementation Plan reflects the timescales for the production, review and approval of the Processes.

18 SECURITY MANAGEMENT

18.1 On the date on which Milestone M2 (Service Desk Go Live) is Achieved, the Supplier shall become responsible for leading the security management of the infrastructure when working with the Exiting Supplier.

18.2 The Supplier shall prepare and deliver to the Authority for approval the Supplier's Security Management Plan for the Implementation Services, comprising the information set out in Paragraph 4.3 of Schedule 2.4 (*Security Management*), no later than thirty (30) Working Days after the Effective Date.

18.3 The Security Management Plan shall, once approved in writing by the Authority, be updated by the Supplier in accordance with Paragraph 5 of Schedule 2.4 (*Security Management*).

18.4 The Supplier shall ensure that the Implementation Plan sets out in sufficient detail how it will ensure compliance with the provisions of Schedule 2.4 (*Security Management*), including Annex A2 (Security Requirements for Sub-contractors).

19 IT SERVICE CONTINUITY MANAGEMENT

The Supplier shall work and co-operate with Other Suppliers as required to conduct tests of the relevant Service Continuity Plans, Processes and Procedures within three (3) months of each OSCD unless otherwise agreed with the Authority.

20 PEOPLE MANAGEMENT DURING IMPLEMENTATION

20.1 The Supplier shall show on the Implementation Plan all activities that relate to staff transfers, if applicable. These shall include, but not be limited to:

- (a) affected staff consultations;
- (b) union consultations;
- (c) communications; and

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(d) statutory legal requirements.

21 END USER COMMUNICATIONS

- 21.1 The Supplier shall work with the Authority to develop an End User communication strategy and plan.
- 21.2 The Supplier shall work and co-operate with the Authority to produce the communications material that is required by the End User communication strategy and plan.
- 21.3 The Supplier shall work and co-operate with the Authority to implement the End User communication strategy and plan and work and co-operate with the Authority to manage the business communications.

22 IMPLEMENTATION PLANS FOR FUTURE SERVICES AND FUTURE PROJECTS

The Parties agree that the general Implementation requirements under this Part C shall also apply to the implementation of any Future Services, future Projects, programmes or Deliverables that the Parties agree through the Change Control Procedure.

PART D: IMPLEMENTATION GOVERNANCE

23 Implementation Management Boards

- 23.1 During the Implementation Period, the IMS3/4 Transition and Exit Board will govern and manage the provision of the Implementation Services in accordance with Schedule 8.1 (*Governance*):
- (a) IT Programme Board;
 - (b) IMS3/4 Transition and Exit Board;
 - (c) IMS3 Exit Working Group; and
 - (d) IT Change and Improvement Board to conduct Service Readiness Reviews.
- 23.2 The IT Programme Board is responsible for overseeing the overall provision by the Supplier of the Goods and Services and performance of this Agreement and is comprised of key stakeholders from the Authority.
- 23.3 The IMS3/4 Transition and Exit Board (as more particularly described in Paragraph 2 of Schedule 8.1 (*Governance*)) will be the Supplier's main working forum for delivering the Implementation Services in accordance with the Implementation Plan.
- 23.4 The IMS3 Exit Working Group is a forum reporting to the IMS3 Intelligent Customer Function and the IMS3/4 Transition and Exit Board for the Authority to work with the Exiting Supplier and subsequently the Supplier to co-ordinate the provision of information, Employment Regulation data, knowledge transfer and any required activities to support the Implementation Services and Implementation Plan to the Supplier Solution. The IMS3 Intelligent Customer Function (ICF) is the main governing board for overseeing the Exiting Supplier Contract. As part of its Implementation governance requirements, the Supplier shall, if requested by the Authority, support the Authority in presentations to the ICF Board.
- 23.5 The IMS3/4 Transition and Exit Board will be the Supplier's main forum during the Implementation Period to demonstrate to the Authority that the Supplier has met the requirements of the Agreement and that the Supplier is ready to deliver the Operational Services.
- 23.6 The Parties shall agree the dates for the first occurrences of each governance board and Working Group (as defined in Schedule 8.1 (*Governance*)). The dates for the first board and Working Group meetings shall be shown on the Implementation Plan, with subsequent meetings to be arranged in accordance with the frequencies specified in Schedule 8.1 (*Governance*).

24 REPORTING

- 24.1 During the Implementation Period the Supplier shall provide progress reports to the Authority at frequencies agreed and set out in the Implementation Plan. These shall be provided no less than monthly and more frequently if the Authority deems this necessary.
- 24.2 These reports shall detail the progress (or lack of progress) towards completion of all Implementation activities, by reference, if appropriate, to any agreed timescales and/or Milestones set out or referred to in the Implementation Plan and/or other plans.

25 IMPLEMENTATION PERSONNEL

- 25.1 The Supplier shall appoint suitably qualified personnel to manage and deliver the Implementation Plan, to include:

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- (a) a Programme Director, a senior member of the Supplier's organisation who shall have overall responsibility on behalf of the Supplier for the successful delivery of the Implementation Plan;
- (b) an Implementation Manager who shall be responsible on a day-to-day basis for managing the Implementation Plan; and
- (c) Implementation workstream managers who shall be responsible for coordinating the detailed planning on each Implementation workstream or Project.

26 PROJECT INITIATION

The Parties agree to follow the processes and procedures set out in Schedule 8.2 (*Change Control Procedure*) to initiate Projects and to agree the relevant Milestones, Milestone Dates, dependencies and Acceptance Criteria for such Projects.

27 MILESTONES

- 27.1 There are a number of gates and checkpoints that the Supplier shall incorporate in the Implementation Plan, and within each future Project, which shall enable the Authority to control and monitor progress. These shall align to the Authority's Project standards.
- 27.2 For the Implementation and each future Project, certain project gates or checkpoints will be identified as Milestones. There are a number of Milestone types within the Agreement:
 - (a) Authority to Proceed (ATP) Milestone;
 - (b) Operational Service Commencement Date (OSCD) Milestone – Milestones that require a Milestone Achievement Certificate to be issued before a Service can commence delivery; and
 - (c) Contract Performance Point Milestone or CPP Milestone.
- 27.3 Acceptance of a Milestone shall occur in accordance with the provisions of Schedule 6.2 (*Testing Procedures*).
- 27.4 The Authority will grant a Milestone Achievement Certificate in accordance with the provisions of Schedule 6.2 (*Testing Procedures*).
- 27.5 The grant of a Milestone Achievement Certificate will entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 6.2 (*Testing Procedures*) and Schedule 7.1 (*Charges and Invoicing*).
- 27.6 The Acceptance Criteria for each ATP or OSCD Milestone may include, but not be limited to any of the criterion listed in Paragraph 27 (*ACCEPTANCE CRITERIA*) below.
- 27.7 The Acceptance Criteria for each Contract Performance Point (CPP) Milestone may include, evidence that the:
 - (a) Supplier has demonstrated that the relevant Goods and/or Services (as applicable) implemented by the Project have been implemented and are operating in accordance with the requirements; and/or
 - (b) relevant Performance Indicators, Target Performance Levels and KPIs are being monitored, reported on and thresholds are agreed in accordance with the requirements defined in Schedule 2.2 (*Performance Levels*).

28 ACCEPTANCE CRITERIA

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- 28.1 The Implementation, and each future Project, and Milestones therein, will have Acceptance Criteria which are aligned to the Documentary Deliverables and developed throughout the Project lifecycle.
- 28.2 The Acceptance Criteria shall document the method by which each criterion shall be evidenced. Acceptance Criteria may include, but not be limited to:
- (a) relevant Documentary Deliverables have met their Quality Criteria and have been approved in writing by the Authority;
 - (b) demonstration of compliance of the delivered Goods and Services with the Project Requirements Specification (for example through testing and other activities);
 - (c) successful completion of testing. This may include User Acceptance Testing (UAT). The agreed Test Success Criteria have been met;
 - (d) appropriate operational processes, procedures, and work instructions are in place supported by the appropriate tools needed to ensure that the Service can be supported and managed effectively;
 - (e) early life support arrangements are agreed and in place, as appropriate.
 - (f) operational support processes have been successfully tested;
 - (g) premises, equipment and Assets necessary for the provision of the Goods and Services are in place and fully operational;
 - (h) contracts, licences and agreements with Sub-contractors of the Supplier and third parties necessary for the provision of the Goods and Services are in place and have terms that are consistent with this Agreement;
 - (i) Work in Progress has been assessed and the plans for completing the work agreed; and
 - (j) any other deliverables/services required to deliver Goods and Services have been successfully completed.

29 FINAL PROJECT MILESTONE ACHIEVEMENT

Acceptance of any elements of the Implementation Plan, and future Projects, shall be governed by the provisions of Schedule 6.2 (*Testing Procedures*)

30 GOVERNANCE TERMS OF REFERENCE FOR IMPLEMENTATION WORKING GROUPS

- 30.1 This Paragraph 29 contains provisional drafts of the Governance Terms of Reference which shall form the baseline for the delivery of the Implementation programme. The master versions of these documents shall be developed from these baseline versions and shall be treated as configurable documents but may be modified without the need to use the Change Control Procedure.
- 30.2 Terms of reference for Implementation Management Groups:

[illegible]

[illegible]

[illegible]

PART E: DOCUMENTARY DELIVERABLES

31 AUTHORITY APPROVAL OF DOCUMENTARY DELIVERABLES

- 31.1 The Document Approval Procedure is designed to enable the Authority, to review Documentary Deliverables produced by the Supplier against agreed Quality Criteria, and to approve such documents.
- 31.2 The Supplier shall ensure that all Documentary Deliverables are identified in the relevant Project Initiation Document, or other relevant work-scoping document, including the timing of their delivery and review.
- 31.3 For each Documentary Deliverable the Supplier shall produce a Product Description and agree the Product Description with the Authority.
- 31.4 The Document Approval Procedure shall be as follows:
- (a) For each Documentary Deliverable review, both Parties shall appoint a member of their organisation that shall act as the lead role in the active management of the progression of each draft Documentary Deliverable through to approval.
 - (b) The Authority shall review the Documentary Deliverable in order to determine whether it meets the applicable Quality Criteria or not and shall notify the Supplier of the outcome of this review.
 - (c) Where the Authority review determines that the Documentary Deliverable meets all the applicable Quality Criteria, the review shall be concluded at this point, and the Authority shall notify the Supplier.
 - (d) Where the Authority rejects the draft Documentary Deliverable, because it does not meet all the applicable Quality Criteria, the Authority shall specify its reasons for rejection in the form of collated review comments to the Supplier, and the following procedures shall apply:
 - (i) the Parties shall meet to discuss the Authority's review comments and to agree and document the necessary changes to the draft Documentary Deliverable that are required to achieve approval;
 - (ii) the Supplier shall produce a revised draft Documentary Deliverable, incorporating all agreed changes, with changes clearly highlighted, for review by the Authority; and
 - (iii) the Authority shall review the revised draft Documentary Deliverable in order to determine whether the agreed changes have been made and whether the revised draft now meets the applicable Quality Criteria or not and shall notify the Supplier of the outcome of this review.

32 DOCUMENTARY DELIVERABLES OVERVIEW

Document	Produced by whom and when
A Project Initiation Document (PID)	The Supplier shall deliver a Project Initiation Document to the Authority within [REDACTED] Working Days of Project notification by the Authority unless otherwise agreed with the Authority.
Solution Overview	The Supplier shall deliver a Solution Overview (which shall be based on the Solution Overview submitted by the Supplier as part of its bid response) to the Authority within [REDACTED] Working Days

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Document	Produced by whom and when
	of the Effective Date, such Solution Overview to be agreed with the Authority within [REDACTED] Working Days of the Effective Date, unless other timescales are agreed with the Authority.
Documentary Deliverables Matrix	The Supplier shall deliver a Documentary Deliverables Matrix to the Authority within [REDACTED] Working Days of the Effective Date, such Documentary Deliverables Matrix to be agreed with the Authority within [REDACTED] Working Days of the Effective Date, unless other timescales are agreed with the Authority.
Project Requirements Specification	The Supplier shall deliver a Project Requirements Specification to the Authority within [REDACTED] Working Days of Project notification by the Authority unless otherwise agreed with the Authority.
Project Test Strategy	The Supplier shall deliver a Project Test Strategy (such strategy to be based on the Authority's Test Strategy) to the Authority within [REDACTED] Working Days for draft submission and [REDACTED] Working Days for final submission of Project notification by the Authority unless otherwise agreed with the Authority.
Draft Detailed Implementation Plan	The Supplier shall deliver the draft Detailed Implementation Plan to the Authority as a work in progress within [REDACTED] Working Days of the Effective Date for a checkpoint review and feedback, with final draft to be submitted for final review to the Authority within [REDACTED] Working Days of the Effective Date. For future Projects, the Supplier shall deliver a draft detailed implementation plan within [REDACTED] Working Days of Project notification.
ATP Implementation Plan	The Supplier shall deliver the ATP Implementation Plan to the Authority within [REDACTED] Working Days of the Effective Date.
Draft High Level Design	The Supplier shall deliver the draft High Level Design to the Authority within [REDACTED] Working Days of the Effective Date, and the final High Level Design document within [REDACTED] Working days.
Security Management Plan	The Supplier shall deliver the Security Management Plan to the Authority within [REDACTED] Working Days of the Effective Date.
Service Cutover Plan and Contingency Plan	The Supplier shall deliver a Service Cutover Plan and Contingency Plan to the Authority for each Service Commencement and achieve approval by the Authority [REDACTED] in advance of the associated Service commencement date.
Service Continuity Plans, Processes and Procedures Tests	The Supplier shall deliver the Service Continuity Plans, Processes and Procedures Tests to the Authority within [REDACTED] of the first Operational Services Commencement Date.
Stakeholder Map and Stakeholder Communication Plan	The Supplier shall deliver the Stakeholder Map and Stakeholder Communication Plan to the Authority within [REDACTED] Working Days of the Effective Date.

33 IMPLEMENTATION DOCUMENTARY DELIVERABLES

33.1 Within twenty (20) Working Days of the Effective Date, and each future Project notification (or

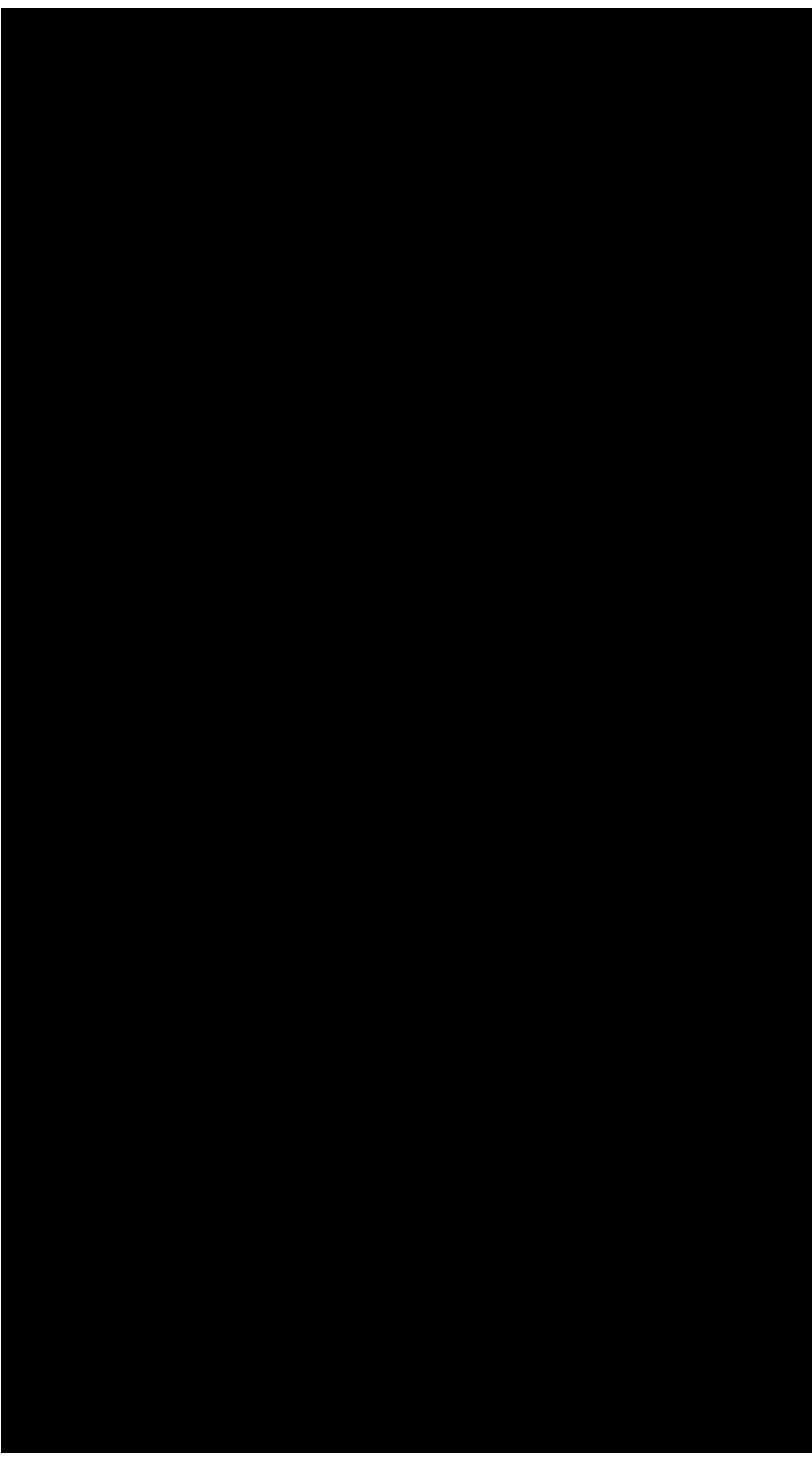
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such longer period as may be agreed by the Authority, acting reasonably), the Supplier shall submit to the Authority the Implementation Documentary Deliverables Matrix, the draft Product Descriptions for which are set out in ANNEX 3: PRODUCT DESCRIPTIONS).

- 33.2 The Supplier may utilise their own Project management processes and document templates in place of the draft documents subject to them meeting Good Industry Practice. The Other Suppliers nominated and notified by the Authority as being relevant to the Project shall assist and provide any required input into the Implementation Documentary Deliverables.
- 33.3 The Supplier shall treat the Effective Date as the Project notification date for the commencement of the Implementation of the Goods and Services.
- 33.4 A Project Initiation Document (PID) shall be prepared for each Project by the Supplier.
- 33.5 The Supplier shall also prepare the other Implementation Documentary Deliverables, including but not limited to: Implementation Documentary Deliverables Matrix, Project Test Strategy, Project Requirements Specification and a Solution Overview.
- 33.6 The Supplier shall produce a Detailed Implementation Plan for each workstream.
- 33.7 The Supplier shall ensure that the Implementation Documentary Deliverables shall meet the agreed Quality Criteria.

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ANNEX 1: MILESTONES



IMS4 – SIGNATURE VERSION

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