

2018

Contract relating to the Provision of Legacy Application Support Systems

Department for Education ⁽¹⁾ and
Capgemini UK PLC ⁽²⁾

Contract Reference: ICT 2018 - 033

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DATE

PARTIES

- (1) **The Secretary of State for Education** whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "CUSTOMER"); and
- (2) **Capgemini UK plc**, a company registered in England under company number 00943935 and whose registered office is at 1 Forge End, Woking, Surrey GU21 6DB (the "SERVICE PROVIDER").

BACKGROUND

- (A) The Lords Commissioners of Her Majesty's Treasury as represented by Buying Solutions being a separate trading fund of Her Majesty's Treasury without separate legal personality (the "AUTHORITY") selected service providers, including the SERVICE PROVIDER, to provide software application solutions.
- (B) By virtue of a Framework Agreement, number RM713 dated 17th December 2009 (the "Framework Agreement"), the CUSTOMER was granted rights by the AUTHORITY in accordance with the Contracts (Rights of Third Parties) Act 1999 to enter into a contract under the Framework Agreement pursuant to an Order served by the CUSTOMER on the SERVICE PROVIDER. An Order was served by the CUSTOMER on the SERVICE PROVIDER, and the agreement between the CUSTOMER and the SERVICE PROVIDER was executed to take effect on 1 December 2013 (the "Original Agreement").
- (C) The Original Agreement expires on 30 November 2018, and the Customer wishes to appoint the SERVICE PROVIDER to continue to provide the Services to the CUSTOMER on the following terms.
- (D) The terms of this Contract replace the terms of any documentation leading to the execution of this Contract.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATIONS

1.1 As used in this Contract:

- 1.1.1 the terms and expressions set out in Schedule 2-1 shall have the meanings ascribed therein;
- 1.1.2 the masculine includes the feminine and the neuter;
- 1.1.3 the singular includes the plural and vice versa;
- 1.1.4 the Recitals shall form part of and be incorporated into this Contract; and
- 1.1.5 the words "include", "includes", "including" "for example", "in particular" and words of similar effect are to be construed as if they were immediately followed by the words "without limitation".

1.2 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.3 A reference to any document other than as specified in Clause 1.2 shall be construed as a reference to the document as at the Effective Date.

- 1.4 Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.
- 1.5 References to “Clauses” and “Schedules” are, unless otherwise provided, references to the Clauses of and Schedules to this Contract. References to “paragraphs” are, unless otherwise provided, references to paragraphs of the Schedule in which the references are made.
- 1.6 Terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in Schedule 2-1 shall be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning.
- 1.7 Without prejudice to Clause 3.2, in the event and to the extent only of any conflict or inconsistency in the provisions of the Clauses of this Contract and the provisions of the Schedules, the following order of precedence shall prevail:
- 1.7.1 the Clauses, including Annex A thereto;
- 1.7.2 Schedule 2-1; and
- 1.7.3 the remaining Schedules.

2. SOFTWARE APPLICATION SOLUTIONS

- 2.1 This Contract governs the overall relationship of the SERVICE PROVIDER and the CUSTOMER with respect to the provision of the Ordered Software Application Solutions. The CUSTOMER has ordered the Ordered Software Application Solutions specified in Schedule 2-2 and the SERVICE PROVIDER shall provide those Ordered Software Application Solutions:
- 2.1.1 in accordance with the provisions of this Contract if those Ordered Software Application Solutions are to be sold by the SERVICE PROVIDER and purchased by the CUSTOMER; and
- 2.1.2 in accordance with the provisions of this Contract and any other terms and conditions as are agreed between the CUSTOMER and the SERVICE PROVIDER and any third party (if any) if the Ordered Goods are to be leased to the CUSTOMER.
- 2.2 Nothing in this Contract shall create an exclusive relationship between the SERVICE PROVIDER and the CUSTOMER for the provision of any or all Software Application Solutions.
- 2.3 The SERVICE PROVIDER shall provide the Ordered Software Application Solutions in accordance with:
- 2.3.1 any agreed timetable and Implementation Plan; and
- 2.3.2 the relevant Service Levels at all times throughout the Term of this Contract.
- Any failure to meet Service Levels shall entitle the CUSTOMER to Service Credits calculated in accordance with the provisions of Schedule 2-2.
- 2.4 In the provision of the Ordered Software Application Solutions, should the SERVICE PROVIDER become aware of any breach in its provision of the Ordered Software Application Solutions, the SERVICE PROVIDER shall, where such breach is capable of remedy, at its own expense use all reasonable endeavours to remedy the same as soon as is reasonably practicable.
- 2.5 If required by the CUSTOMER, the SERVICE PROVIDER shall prepare a Service Transfer Plan for review by the CUSTOMER no later than three months after the Effective Date and at regular intervals thereafter as specified in Schedule 2-11.

- 2.6 The SERVICE PROVIDER accepts responsibility for all damage to, shortage or loss of, the Ordered Goods if:
- 2.6.1 the same is notified to the SERVICE PROVIDER within three (3) Working Days of receipt of the Ordered Goods by the CUSTOMER; and
- 2.6.2 the Ordered Goods have been handled by the CUSTOMER in accordance with the SERVICE PROVIDER's instructions.
- 2.7 Where the SERVICE PROVIDER accepts responsibility under Clause 2.6 it shall, at its sole option, replace or repair the Ordered Goods (or part thereof) which have been proven, to the SERVICE PROVIDER's reasonable satisfaction, to have been lost or damaged in transit.
- 2.8 The SERVICE PROVIDER shall not replace any parts or components of the Ordered Goods used for the provision of the Ordered Software Application Solutions with parts or components that are of lower quality or which are unsuitable for use in their designed purpose either by a CUSTOMER or a replacement service provider, prior to the expiry or termination (howsoever arising) of this Contract.

3. STANDARDS AND REGULATIONS

- 3.1 The SERVICE PROVIDER shall provide the Ordered Software Application Solutions and meet its responsibilities and obligations hereunder in accordance with the Standards and Regulations.
- 3.2 The SERVICE PROVIDER shall discuss with the CUSTOMER any conflict that the SERVICE PROVIDER reasonably believes that there is or will be between any of the Standards and Regulations or between any of the Standards and Regulations and any other obligation under this Contract, and shall comply with the CUSTOMER's decision on the resolution of that conflict.

4. ACCEPTANCE AND TITLE AND RISK

- 4.1 The Acceptance Procedures for the Ordered Software Application Solutions are set out in Schedule 2-5.
- 4.2 The ownership and passing of title and risk from one party to another is specified in Schedule 2-13.

5. CHARGES

- 5.1 Charges
- 5.1.1 The Charges for the Ordered Software Application Solutions are set out in Schedule 2-3.
- 5.1.2 In consideration of the SERVICE PROVIDER's provision of the Ordered Software Application Solutions as set out in the Order and in accordance with the terms and conditions of this Contract, the CUSTOMER shall pay the Charges to the SERVICE PROVIDER.
- 5.1.3 The SERVICE PROVIDER shall invoice the CUSTOMER for the Charges in accordance with the provisions of Schedule 2-4. All such invoices shall be payable by the CUSTOMER within twenty eight (28) Days of the date of issue of the invoice.
- 5.1.4 The Charges are exclusive of Value Added Tax. The CUSTOMER shall pay the Value Added Tax on the Charges at the rate and in the manner prescribed by law from time to time.
- 5.1.5 The SERVICE PROVIDER shall continuously indemnify the CUSTOMER against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the CUSTOMER at any time in respect of the SERVICE PROVIDER's

failure to account for or to pay any Value Added Tax relating to payments made to the SERVICE PROVIDER under this Contract. Any amounts due under this Clause 5.1.5 shall be paid in cleared funds by the SERVICE PROVIDER to the relevant authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the CUSTOMER.

- 5.1.6 Interest shall be payable on any late payments of the Charges under this Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.1.7 The SERVICE PROVIDER shall accept payment electronically via BACS.
- 5.1.8 If at any time during the Term the SERVICE PROVIDER reduces its charges for any Software Application Solutions offered under the Framework Agreement in accordance with the terms of the Framework Agreement, the SERVICE PROVIDER shall immediately reduce the Charges for such Software Application Solutions (where such Software Application Solutions form part of the Ordered Software Application Solutions) under this Contract by the same amount.
- 5.1.9 The Charges shall be reviewed by the parties in each six (6) monthly review meeting and the SERVICE PROVIDER shall use its reasonable endeavours to reduce such Charges in accordance with the Charges Variation Procedure where any Ordered Software Application Solutions have been Decommissioned by the CUSTOMER.
- 5.1.10 NOT USED
- 5.2 Charges Variation
 - 5.2.1 The Charges may only be varied in accordance with the provisions of the Charges Variation Procedure.
- 5.3 Benchmarking
 - 5.3.1 The parties shall comply with their obligations set out in Schedule 2-3 in relation to benchmarking (if this is required by the CUSTOMER) of the Ordered Software Application Solutions (or any part thereof).
- 5.4 Open Book Data
 - 5.4.1 The SERVICE PROVIDER acknowledges the importance to the CUSTOMER of the CUSTOMER's need for transparency in the way in which the Charges are calculated, and as a consequence of this the SERVICE PROVIDER shall comply with the provisions of paragraph 7 of Annex A to Schedule 2-3 in relation to open book data

6. CONTRACT MANAGEMENT

- 6.1 The SERVICE PROVIDER and the CUSTOMER shall comply with their respective contract management obligations set out in Schedule 2-6.

7. ALTERNATIVE CLAUSES AND ADDITIONAL CLAUSES

- 7.1 Not Used.

8. AMENDMENTS TO THIS CONTRACT

- 8.1 No amendment to the provisions of this Contract, other than a variation of the Charges in accordance with the Charges Variation Procedure, shall be effective unless made in accordance with the Contract Change and Work Order Procedures specified in Schedule 2-7.

9. COMMUNICATIONS

- 9.1 Except as otherwise expressly provided, no communication from one party to the other shall have any validity under this Contract unless it is signed and made in writing by or on behalf of the party sending such communication.
- 9.2 Except as otherwise expressly provided, any notice or other communication whatsoever which either the CUSTOMER or the SERVICE PROVIDER is required or authorised by this Contract to give or make to the other shall be given or made by first class post in a prepaid letter, addressed to the other at the address specified in Clause 9.3. If that letter is not returned as being undelivered, that notice or communication shall be deemed, for the purposes of this Contract, to have been given or made two (2) Working Days after dispatch by the sender. For the purpose of this Contract a copy of any such Notice shall also be emailed to the respective party using the email addresses detailed in Clause 9.3 on the date the Notice is posted. An email, other than an automatically generated email, response confirming receipt of the Notice from the respective party's email address in 9.3, shall be deemed to constitute satisfactory delivery.
- 9.3 For the purposes of Clause 9.2 the address of each party shall be:

For the CUSTOMER:

[REDACTED]

Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

Telephone Number: [REDACTED]

Email Address [REDACTED]

For the SERVICE PROVIDER:

[REDACTED]

Suite FF2,

Meadowhall Business Park,

Carbrook Hall Road, Sheffield, S9 2EQ

Telephone Number: [REDACTED]

Email Address: [REDACTED]

TERM AND TERMINATION

- 9.4 Subject to Clauses 9.5 and 9.6, this Contract shall take effect on the Effective Date and shall expire on the third anniversary of the Effective Date
- 9.5 The CUSTOMER may terminate this Contract on or after the second anniversary of the Effective Date by serving six (6) months' written notice on the SERVICE PROVIDER.
- 9.6 The CUSTOMER may at any time by notice in writing terminate this Contract as from the date of service of such notice, or a later date specified in such notice, if any of the Termination Events occur.
- 9.7 Termination Events

- 9.7.1 A change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the SERVICE PROVIDER or its Parent Company where the proposed new owner has:
- (a) been convicted of a criminal offence relating to the conduct of its business or profession; or
 - (b) committed an act of grave misconduct in the course of its business or profession; or
 - (c) failed to comply with any obligations relating to the payment of any taxes or social security contributions; or
 - (d) made any serious misrepresentations in the tendering process for any project or matter in which the public sector has or had a significant participation; or
 - (e) failed to obtain any necessary licences or membership of any relevant body.
- 9.7.2 A change of control, as defined in Clause 9.7.1 and there are reasonable grounds for the CUSTOMER to withhold its consent relating to the financial standing of the new owner, any security concerns arising from the new ownership or issues relating to the provision of the Ordered Software Application Solutions by the new owner.
- 9.7.3 Any of the events listed in Clauses 9.7.1(a) to 9.7.1(e) (inclusive) occur in relation to or in respect of the SERVICE PROVIDER itself, or if the CUSTOMER has reasonable grounds to object to the SERVICE PROVIDER arising from security concerns in respect of the SERVICE PROVIDER.
- 9.7.4 The SERVICE PROVIDER:
- (a) being an individual, or where the SERVICE PROVIDER is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport so to do, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986, or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993, or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him on behalf of his creditors, or any similar event occurs under the law of any other jurisdiction; or
 - (b) being a company, passes a resolution, or the Court makes an order that the SERVICE PROVIDER or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the SERVICE PROVIDER or its Parent Company (or an application for the appointment of an administrator is made or notice to appoint an administrator is given in relation to the SERVICE PROVIDER or its Parent Company), or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the SERVICE PROVIDER or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (except where the claim is made under Section
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123(1)(a) and is for an amount of less than ten thousand pounds (£10,000)) or any similar event occurs under the law of any other jurisdiction.

- 9.7.5 Where the circumstances detailed in Clauses 16.19 or 29.2 arise.
- 9.7.6 Failure to remedy a breach of warranties in accordance with the provisions of Clause 11.2.
- 9.8 For the purposes of Clause 9.7.1, the following shall be disregarded:
 - 9.8.1 any change in beneficial or legal ownership of any shares that are listed on a stock exchange resulting in the relevant shareholding being less than or equal to five per cent (5%) of the total issued share capital; and
 - 9.8.2 any transfer of shares or of any interest in shares by a person to its Affiliate where such transfer forms part of a bona fide reorganisation or restructuring.
- 9.9 Without prejudice to the provisions of Clause 9.5, 9.6 or 9.10, the CUSTOMER may at any time by notice in writing terminate this Contract or any part of the Ordered Software Application Solutions forthwith if the SERVICE PROVIDER is in material Default of any obligation under this Contract and:
 - 9.9.1 the material Default is capable of remedy and the SERVICE PROVIDER shall have failed to remedy the material Default within thirty (30) Days of written notice to the SERVICE PROVIDER specifying the material Default and requiring its remedy; or
 - 9.9.2 the material Default is not capable of remedy.
- 9.10 Without prejudice to the provisions of Clause 9.5, 9.6 or 9.9, where the CUSTOMER considers that the SERVICE PROVIDER has committed a Persistent Breach in relation to this Contract or any part thereof (including any part of the Ordered Software Application Solutions), the CUSTOMER shall be entitled to serve a notice on the SERVICE PROVIDER:
 - 9.10.1 specifying that it is a formal warning notice;
 - 9.10.2 giving reasonable details of the breach; and
 - 9.10.3 stating that such breach is a breach which, if it recurs or continues, may result in a termination of this Contract or that part of the Ordered Software Application Solutions affected by such breach.
- 9.11 If, thirty (30) Days after service of a formal warning notice as described in Clause 9.10, the SERVICE PROVIDER has failed to demonstrate to the satisfaction of the CUSTOMER that the breach specified has not continued or recurred and that the SERVICE PROVIDER has put in place measures to ensure that such breach does not recur, then the CUSTOMER may deem such failure shall be a material Default not capable of remedy for the purposes of Clause 9.9.2.
- 9.12 The SERVICE PROVIDER shall promptly notify the CUSTOMER in writing on each occasion of the occurrence of any of the events specified in Clause 9.7.1.
- 9.13 The CUSTOMER shall only be permitted to exercise its rights pursuant to Clause 9.7.1 for six (6) months after service of a notice by the SERVICE PROVIDER pursuant to Clause 9.12 relative to each such change of control and shall not be permitted to exercise such rights where the CUSTOMER has agreed in advance in writing to the particular change of control and such change of control takes place as proposed.
- 9.14 The termination (howsoever arising) or expiry of this Contract pursuant to this Clause 9 shall be without prejudice to any rights of either the CUSTOMER or the SERVICE PROVIDER that shall have accrued before the date of such termination or expiry.

- 9.15 Save as otherwise set out in this Contract, and without excluding the CUSTOMER's liability for breach of any surviving obligations (which will remain subject to any other applicable liability cap set out in this Contract), the SERVICE PROVIDER shall not be entitled to any payment of any sums from the CUSTOMER arising from or after the termination (howsoever arising) or expiry of this Contract.

10. CONSEQUENCES OF TERMINATION AND EXPIRY

- 10.1 If this Contract is terminated by the CUSTOMER pursuant to clause 10.2, the CUSTOMER shall pay the SERVICE PROVIDER the payment calculated in accordance with the provisions of paragraph 8 of Annex A to Schedule 2-3 (which, in the case of termination pursuant to clause 9.5, shall be the SERVICE PROVIDER'S sole remedy for the CUSTOMER's election to terminate early pursuant to clause 10.2, notwithstanding this shall not prevent the SERVICE PROVIDER from being paid any sums which are otherwise properly due in accordance with the Contract whether arising before or after such termination, including without limitation redundancy costs).
- 10.2 Notwithstanding the service of a notice to terminate this Contract or any part thereof, the SERVICE PROVIDER shall continue to provide the Ordered Software Application Solutions until the date of expiry or termination (howsoever arising) of this Contract (or any part thereof) or such other date as required under this Clause 10 and the provisions of Schedule 2-11.
- 10.3 Within ten (10) Working Days of the earlier of the date of expiry or termination (howsoever arising) of this Contract, the SERVICE PROVIDER shall return to the CUSTOMER any data (including CUSTOMER Data) and CUSTOMER Confidential Information in the SERVICE PROVIDER's possession, power or control, either in its then current format or in a format nominated by the CUSTOMER (in which event the CUSTOMER will reimburse the SERVICE PROVIDER's pre-agreed and reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the CUSTOMER, save that it may keep one copy of any such data or information for a period of up to twelve (12) months to comply with its obligations under Clause 10.6, or such period as is necessary for such compliance.
- 10.4 Within ten (10) Working Days of the date of expiry or termination (howsoever arising) of this Contract, the SERVICE PROVIDER shall return to the CUSTOMER any sums prepaid in respect of Ordered Software Application Solutions not provided by the date of expiry or termination (howsoever arising).
- 10.5 The CUSTOMER and the SERVICE PROVIDER shall comply with the Exit and Service Transfer Arrangements.
- 10.6 The CUSTOMER shall for a period of twelve (12) months following expiry or termination (howsoever arising) of this Contract (or until the date on which the SERVICE PROVIDER fulfills all its duties and responsibilities pursuant to the Exit and Service Transfer Arrangements, if later) be entitled to require access to data or information arising from the Ordered Software Application Solutions from the SERVICE PROVIDER.
- 10.7 The provisions of:
- 10.7.1 Clauses 1, 10 to 20 (inclusive), 22, 24, 27, 28, 29, 31, 33, 34, 37 to 40 (inclusive);
 - 10.7.2 Schedules 2-1, 2-9 and 2-11; and
 - 10.7.3 any other Clause or Schedule of this Contract which by its terms is to be performed or observed notwithstanding termination (howsoever arising) or expiry or which is expressed or by implication is to survive termination or expiry),
- shall survive the termination (howsoever arising) or expiry of this Contract.

11. WARRANTIES AND REPRESENTATIONS

11.1 The SERVICE PROVIDER warrants and represents that:

- 11.1.1 it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform this Contract and that this Contract is executed by a duly authorised representative of the SERVICE PROVIDER;
- 11.1.2 this Contract shall be performed in compliance with all Laws as amended from time to time;
- 11.1.3 it shall perform its obligations hereunder (including the provision of the Ordered Software Application Solutions) by using appropriately experienced, qualified and trained SERVICE PROVIDER Personnel and Sub-Contractors;
- 11.1.4 it shall discharge its obligations hereunder (including the provision of the Ordered Software Application Solutions) with all due skill, care and diligence including in accordance with Good Industry Practice and its own established internal procedures;
- 11.1.5 for the duration of the Term, all SERVICE PROVIDER Personnel used to provide the Ordered Software Application Solutions will be vetted in accordance with Good Industry Practice, the Security Policy and the Standards and Regulations;
- 11.1.6 it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary for the performance of this Contract and the use of the Ordered Software Application Solutions by the CUSTOMER;
- 11.1.7 it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive element (including any Malicious Software) into the Ordered Software Application Solutions, systems, data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the CUSTOMER;
- 11.1.8 it shall take all measures to avoid any and all data loss and data corruption during the provision of the Ordered Software Application Solutions in accordance with Good Industry Practice;
- 11.1.9 it shall take all measures to avoid the failure or reduced performance (in whole or in part) of the Ordered Software Application Solutions;
- 11.1.10 the Ordered Software Application Solutions are and will continue to be during the Term:
 - (a) of satisfactory quality;
 - (b) in conformance with the relevant specifications set out in this Contract, the relevant Order and (if applicable) the manufacturer's specifications and documentation;
 - (c) free from material programming errors and material defects in design, manufacture or materials throughout the applicable warranty period, as specified in the Catalogue; and
 - (d) where Ordered Goods are supplied by way of sale and purchase they shall be supplied with full title guarantee.

11.2 The SERVICE PROVIDER acknowledges that any breach of the warranties in Clause 11.1 shall be remedied as a matter of urgency at no cost to the CUSTOMER. Failure to remedy (if capable of remedy) such to comply with Clause 11.1 within five (5) Working

Days of notification by the CUSTOMER shall constitute a breach of this Contract entitling the CUSTOMER to terminate in accordance with Clause 9.9.

- 11.3 Except as expressly stated in this Contract, all warranties and conditions, whether express or implied by statute, common law or otherwise (including fitness for purpose) are hereby excluded to the extent permitted by Law.
- 11.4 The CUSTOMER and the SERVICE PROVIDER each warrants to the other that it has undertaken all requisite corporate and other action to approve the entering into and performance of this Contract.

12. LIMITATION OF LIABILITY

- 12.1 Neither the CUSTOMER nor the SERVICE PROVIDER excludes or limits liability to the other for:

- 12.1.1 death or personal injury caused as a result of its negligence;

- 12.1.2 any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

- 12.1.3 fraud or fraudulent misrepresentation; or

- 12.1.4 any other liability which cannot be excluded or limited by Law.

- 12.2 Nothing in this Clause 12 shall be taken as limiting the liability of the SERVICE PROVIDER in respect of Clauses 5.1.5, 14 to 17 (inclusive) and 27 and the TUPE indemnities under Schedule 2-11.

- 12.3 In respect of any claims of liability arising out of the wilful default (including wilful Default) of the SERVICE PROVIDER, its Sub-Contractors or the SERVICE PROVIDER Personnel, the SERVICE PROVIDER will have unlimited liability for all reasonably foreseeable loss suffered by the CUSTOMER as a result of such act, omission or event giving rise to the claim.

- 12.4 Subject always to the provisions of Clauses 12.1, 12.2 and 12.3, the aggregate liability of either the CUSTOMER or the SERVICE PROVIDER to the other for each year of this Contract under or in relation to this Contract:

- 12.4.1 for all direct loss of or damage to the tangible property of the other shall in no event exceed five (5) million pounds; and

- 12.4.2 in respect of all other claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equivalent to one hundred and twenty five percent (125%) of the Charges paid or payable to the SERVICE PROVIDER in the year of this Contract, as calculated as at the date of the event giving rise to the claim under consideration (or if such event occurs in the first twelve (12) months of the Term, the amount estimated to be paid in the first twelve (12) months of the Term).

- 12.5 Subject always to the provisions of Clauses 12.1, 12.2 and 12.3, in no event shall either the CUSTOMER or the SERVICE PROVIDER be liable to the other for:

- 12.5.1 indirect, incidental, punitive or consequential loss or damage; and/or

- 12.5.2 loss of profits, business, revenue or goodwill,

and in both cases, even if that party was aware of the possibility of such loss or damage to the other.

12.6 Subject always to the provisions of clauses 13.1, 12.2, 12.3 and 12.4, the provisions of Clause 12.5 shall not be taken as limiting the right of either the CUSTOMER or the SERVICE PROVIDER to claim from the other for:

12.6.1 additional operational and administrative costs and expenses;

12.6.2 any costs or expenses rendered nugatory; and/or

12.6.3 damage due to the loss of data, but only to the extent that such losses relate to the costs of working around any loss of data and the direct costs of recovering or reconstructing such data,

resulting directly from any act or omission of the other party.

12.7 For the purposes of this Clause 12, "year of this Contract" shall mean a period of twelve (12) months commencing on the Effective Date or on any anniversary of that date thereafter.

12.8 The CUSTOMER and the SERVICE PROVIDER expressly agree that should any limitation or provision contained in this Clause 12 be held to be invalid under any Law it shall to that extent be deemed omitted but if either of them thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

12.9 Subject always to the provisions of clauses 13.1, 13.2, and 13.3 (and without being limited by or counting towards the liability cap in clause 13.4), the CUSTOMER'S liability in respect of any redundancy of In-Scope Employees arising out of the circumstances in clause 6.3 of Schedule 2-11 shall be apportioned between the parties equally (on a 50:50 basis) provided always that the CUSTOMER's liability does not exceed £268,576 (as set out in paragraph 6.6 of Schedule 2-11) and subject to clause 6.7 of Schedule 2-11, for the Relevant Period (as defined in clause 6.1 of Schedule 2-11).

13. CUSTOMER DATA

13.1 The SERVICE PROVIDER shall not delete or remove any proprietary notices contained within or relating to the CUSTOMER Data.

13.2 The SERVICE PROVIDER shall not store, copy, disclose, or use the CUSTOMER Data except as necessary for the performance by the SERVICE PROVIDER of its obligations under this Contract or as otherwise expressly authorised in writing by the CUSTOMER.

13.3 To the extent that CUSTOMER Data is held and/or processed by the SERVICE PROVIDER, the SERVICE PROVIDER shall supply that CUSTOMER Data to the CUSTOMER as requested by the CUSTOMER in the format specified in Schedule 2-6.

13.4 The SERVICE PROVIDER shall take responsibility for preserving the integrity of CUSTOMER Data and preventing the corruption or loss of CUSTOMER Data.

13.5 Not used.

13.6 The SERVICE PROVIDER shall ensure that any system on which the SERVICE PROVIDER holds any CUSTOMER Data, including back-up data, is a secure system that complies with the Security Policy.

13.7 Not used

13.8 If at any time the SERVICE PROVIDER suspects or has reason to believe that CUSTOMER Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the SERVICE PROVIDER shall notify the CUSTOMER immediately.

14. PROTECTION OF PERSONAL DATA

- 14.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the CUSTOMER is the Controller and the SERVICE PROVIDER is the Processor. The only processing that the SERVICE PROVIDER is authorised to do is listed in Schedule 3a by the CUSTOMER and may not be determined by the SERVICE PROVIDER.
- 14.2 The SERVICE PROVIDER shall notify the CUSTOMER immediately if it considers that any of the CUSTOMER's instructions infringe the Data Protection Legislation.
- 14.3 The SERVICE PROVIDER shall, if requested by the CUSTOMER, provide all reasonable assistance to the CUSTOMER in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the CUSTOMER, include:
- 14.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 14.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 14.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 14.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 14.4 The SERVICE PROVIDER shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- 14.4.1 process that Personal Data only in accordance with Schedule 3a, unless the SERVICE PROVIDER is required to do otherwise by Law. If it is so required the SERVICE PROVIDER shall promptly notify the CUSTOMER before processing the Personal Data unless prohibited by Law;
 - 14.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the CUSTOMER as appropriate to protect against a Data Loss Event having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;
 - 14.4.3 ensure that:
 - (a) the SERVICE PROVIDER Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 3a);
 - (b) it takes all reasonable steps to ensure the reliability and integrity of any SERVICE PROVIDER Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the SERVICE PROVIDER's duties under this clause;
 - (ii) are subject to appropriate confidentiality undertakings with the SERVICE PROVIDER or any Sub-processor;

- (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the CUSTOMER or as otherwise permitted by this Contract; and
- (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (v) not transfer Personal Data outside of the EU unless the prior written consent of the CUSTOMER has been obtained and the following conditions are fulfilled:
- (vi) the CUSTOMER or the SERVICE PROVIDER has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the CUSTOMER;
- (vii) the Data Subject has enforceable rights and effective legal remedies;
- (viii) the SERVICE PROVIDER complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the CUSTOMER in meeting its obligations); and
- (ix) the SERVICE PROVIDER complies with any reasonable instructions notified to it in advance by the CUSTOMER with respect to the processing of the Personal Data;
- (x) at the written direction of the CUSTOMER, delete or return Personal Data (and any copies of it) to the CUSTOMER on termination of the Contract unless the SERVICE PROVIDER is required by Law to retain the Personal Data.

14.5 Subject to clause 14.6, the SERVICE PROVIDER shall notify the CUSTOMER without undue delay if it:

- 14.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
- 14.5.2 receives a request to rectify, block or erase any Personal Data;
- 14.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 14.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 14.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 14.5.6 becomes aware of a Data Loss Event.

14.6 The SERVICE PROVIDER's obligation to notify under clause 14.5 shall include the provision of further information to the CUSTOMER in phases, as details become available.

14.7 Taking into account the nature of the processing, the SERVICE PROVIDER shall provide the CUSTOMER with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.5 (and insofar as possible within the timescales reasonably required by the CUSTOMER) including by promptly providing:

- 14.7.1 the CUSTOMER with full details and copies of the complaint, communication or request;
 - 14.7.2 such assistance as is reasonably requested by the CUSTOMER to enable the CUSTOMER to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 14.7.3 the CUSTOMER, at its request, with any Personal Data the SERVICE PROVIDER holds in relation to a Data Subject;
 - 14.7.4 assistance as reasonably requested by the CUSTOMER following any Data Loss Event;
 - 14.7.5 assistance as reasonably requested by the CUSTOMER with respect to any request from the Information Commissioner's Office, or any consultation by the CUSTOMER with the Information Commissioner's Office.
- 14.8 The SERVICE PROVIDER shall maintain complete and accurate records and information to demonstrate its compliance with this clause 14 (Data Protection). This requirement does not apply where the SERVICE PROVIDER employs fewer than 250 staff, unless:
- 14.8.1 the CUSTOMER determines that the processing is not occasional;
 - 14.8.2 the CUSTOMER determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 14.8.3 the CUSTOMER determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9 The SERVICE PROVIDER shall allow for audits of its Data Processing activity by the CUSTOMER or the CUSTOMER's designated auditor.
- 14.10 The SERVICE PROVIDER shall designate a data protection officer if required by the Data Protection Legislation.
- 14.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the SERVICE PROVIDER must:
- 14.11.1 notify the CUSTOMER in writing of the intended Sub-processor and processing;
 - 14.11.2 obtain the written consent of the CUSTOMER;
 - 14.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 14 (Data Protection) such that they apply to the Sub-processor; and
 - 14.11.4 provide the CUSTOMER with such information regarding the Sub-processor as the CUSTOMER may reasonably require.
- 14.12 The SERVICE PROVIDER shall remain fully liable for all acts or omissions of any Sub-processor.
- 14.13 The SERVICE PROVIDER may, at any time on not less than 30 Working Days' notice, revise this clause 14 (Data Protection) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 14.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The CUSTOMER may on not less than 30 Working Days' notice to the SERVICE PROVIDER amend this Contract to ensure that it complies with any guidance issued by the

Information Commissioner's Office which shall be subject to the approval of the SERVICE PROVIDER, not to be unreasonably withheld or delayed.

15. SECURITY REQUIREMENTS AND STAFF VETTING

- 15.1 The SERVICE PROVIDER shall comply, and shall procure the compliance of the SERVICE PROVIDER Personnel, with the Security Policy and the Security Management Plan and the SERVICE PROVIDER shall ensure that the Security Management Plan produced by the SERVICE PROVIDER fully complies with the Security Policy.
- 15.2 The CUSTOMER shall notify the SERVICE PROVIDER of any changes or proposed changes to the Security Policy.
- 15.3 If the SERVICE PROVIDER believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Ordered Software Application Solutions it may submit a Contract Change Note. In doing so, the SERVICE PROVIDER must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Contract Change Procedure.
- 15.4 Until and/or unless a change to the Charges is agreed by the CUSTOMER pursuant to Clause 16.3 the SERVICE PROVIDER shall continue to provide the Ordered Software Application Solutions in accordance with its existing obligations.
- 15.5 The SERVICE PROVIDER shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software in the ICT Environment (or as otherwise agreed by the parties).
- 15.6 Notwithstanding Clause 15.5, if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of CUSTOMER Data, assist each other to mitigate any losses and to restore the Ordered Software Application Solutions to their desired operating efficiency.
- 15.7 Any cost arising out of the actions of the parties taken in compliance with the provisions of Clause 16.6 shall be borne by the parties as follows:
 - 15.7.1 by the SERVICE PROVIDER where the Malicious Software originates from the SERVICE PROVIDER Software, the Third Party Software supplied by the SERVICE PROVIDER (except where the CUSTOMER has waived the obligation set out in Clause 16.5) or the CUSTOMER Data (whilst the CUSTOMER Data was under the control of the SERVICE PROVIDER) unless the SERVICE PROVIDER can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the CUSTOMER when provided to the SERVICE PROVIDER; and
 - 15.7.2 by the CUSTOMER if the Malicious Software originates from the CUSTOMER Software (in respect of which the CUSTOMER has waived its obligation set out in Clause 16.5) or the CUSTOMER Data (whilst the CUSTOMER Data was under the control of the CUSTOMER).
- 15.8 The SERVICE PROVIDER shall comply with the Staff Vetting Procedures in respect of all SERVICE PROVIDER Personnel employed or engaged in the provision of the Ordered Software Application Solutions. The SERVICE PROVIDER confirms that all SERVICE PROVIDER Personnel employed or engaged by the SERVICE PROVIDER at the Effective Date were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

- 15.9 The SERVICE PROVIDER shall provide training on a continuing basis for all SERVICE PROVIDER Personnel employed or engaged in the provision of the Ordered Software Application Solutions in compliance with the Security Policy and Security Management Plan.

16. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

- 16.1 Save as granted under this Contract, neither the CUSTOMER nor the SERVICE PROVIDER shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights. The SERVICE PROVIDER acknowledges that the CUSTOMER Data is the property of the CUSTOMER and the CUSTOMER hereby reserves all Intellectual Property Rights which may subsist in the CUSTOMER Data.
- 16.2 The SERVICE PROVIDER shall ensure that no unlicensed software or open source software (other than the Open Source Ordered Software) is interfaced with or embedded within any software which is proprietary to the CUSTOMER or which is developed by or on behalf of the SERVICE PROVIDER under this Contract.
- 16.3 The CUSTOMER acknowledges that the Open Source Ordered Software is subject to the open source licensing terms set out in Schedule 2-17 and that the Intellectual Property Rights in the Open Source Ordered Software are owned by a variety of third parties.
- 16.4 The SERVICE PROVIDER will convey to the CUSTOMER the Open Source Ordered Software and associated documentation (including technical specifications, user manuals, operating manuals, process definitions and procedures) on the applicable open source licence terms set out in Annex B of Schedule 2-17.
- 16.5 All Contract Generated Intellectual Property Rights shall be proprietary to and owned by the CUSTOMER and the SERVICE PROVIDER shall enter into such documentation and perform such acts as the CUSTOMER shall request to properly vest such Contract Generated Intellectual Property Rights in the CUSTOMER. Accordingly, the SERVICE PROVIDER hereby assigns (by way of present assignment of future Contract Generated Intellectual Property Rights) all such Intellectual Property Rights and shall make available to the CUSTOMER a copy of the source code of the Contract Generated Intellectual Property Rights.
- 16.6 Where the applicable open sourcing licensing terms set out in Annex B of Schedule 2-17 require that relevant Contract Generated Intellectual Property Rights shall be subject to licensing on the same terms as set out in such open source licensing terms the CUSTOMER shall take all steps necessary to comply with the licensing terms, including making available the source code of the Contract Generated Intellectual Property Rights where required by the applicable open source licensing terms.
- 16.7 Where the applicable open source licensing terms set out in Schedule 2-17 do not require that any relevant Contract Generated Intellectual Property Rights shall be subject to licensing on the same terms as set out in such open source licensing terms, the CUSTOMER shall be entitled at its discretion either:
- 16.7.1 to take all steps necessary to place the Contract Generated Intellectual Property Rights into open source, including complying with the applicable licensing terms and making available the source code of the Contract Generated Intellectual Property Rights; or
 - 16.7.2 otherwise (in which case the CUSTOMER will licence the SERVICE PROVIDER to use and modify the Contract Generated Intellectual Property Rights to the extent necessary to perform its obligations under this Contract).
- 16.8 The SERVICE PROVIDER:
- 16.8.1 hereby grants to the CUSTOMER a licence to use the SERVICE PROVIDER Software on its standard licence terms (set out in Annex A to Schedule 2-17);

- 16.8.2 s shall procure that the owners or the authorised licensors of any Third Party Software hereby grant a licence to the CUSTOMER on the Third Party Software owner's standard licence terms (as set out in Annex B of Schedule 2-17); and
- 16.8.3 hereby grants to the CUSTOMER a non-exclusive licence to copy the descriptions of the Ordered Software Application Solutions, including technical specifications, user manuals, operating manuals, process definitions and procedures, for any purpose that is connected with or otherwise incidental to the exercise of the rights granted to the CUSTOMER under this Clause 17.8.
- 16.9 To the extent that the SERVICE PROVIDER creates any materials (in whatever form or media), outside the scope of the open source licensing terms, including training, marketing, promotional or publicity materials, relating to the provision of the Ordered Software Application Solutions ("Materials") it shall provide copies of all Materials to the CUSTOMER promptly and the SERVICE PROVIDER hereby grants to the CUSTOMER a royalty free, irrevocable, non-exclusive licence for such term as the CUSTOMER shall require to use all and any Intellectual Property Rights in the Materials as it shall reasonably require with the ability to sub-licence the same.
- 16.10 The SERVICE PROVIDER shall ensure and procure that the availability, provision and use of the Catalogue and Ordered Software Application Solutions and the performance of the SERVICE PROVIDER's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.
- 16.11 The SERVICE PROVIDER shall indemnify the CUSTOMER against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the:
- 16.11.1 availability, provision or use of the Catalogue and/or Ordered Software Application Solutions (or any parts thereof); and
- 16.11.2 performance of the SERVICE PROVIDER's responsibilities and obligations hereunder.
- 16.12 The SERVICE PROVIDER shall promptly notify the CUSTOMER if any claim or demand is made or action brought against the SERVICE PROVIDER for infringement or alleged infringement of any Intellectual Property Right that may affect the availability, provision or use of the Catalogue and/or Ordered Software Application Solutions (or any parts thereof) and/or the performance of the SERVICE PROVIDER's responsibilities and obligations hereunder.
- 16.13 The CUSTOMER shall promptly notify the SERVICE PROVIDER if any claim or demand is made or action brought against the CUSTOMER to which Clause 17.11 may apply. The SERVICE PROVIDER shall at its own expense conduct any litigation arising therefrom and all negotiations in connection therewith and the CUSTOMER hereby agrees to grant to the SERVICE PROVIDER exclusive control of any such litigation and such negotiations.
- 16.14 The CUSTOMER shall at the request of the SERVICE PROVIDER afford to the SERVICE PROVIDER all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the CUSTOMER to which Clause 17.11 may apply or any claim or demand made or action brought against the SERVICE PROVIDER to which Clause 17.12 may apply. The SERVICE PROVIDER shall reimburse the CUSTOMER for all costs and expenses (including legal costs and disbursements on a solicitor and client basis) incurred in so doing.
- 16.15 Except where required by Law, the CUSTOMER shall not make any admissions that may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right to which Clause 17.11 may apply or any

claim or demand made or action brought against the SERVICE PROVIDER to which Clause 17.12 may apply.

16.16 If a claim or demand is made or action brought to which Clause 17.11, 17.12 and/or 17.13 may apply, or in the reasonable opinion of the SERVICE PROVIDER is likely to be made or brought, the SERVICE PROVIDER may at its own expense and within a reasonable time either:

16.16.1 modify any or all of the affected Catalogue and/or Ordered Software Application Solutions without reducing the performance and functionality of the same, or substitute alternative goods and/or services of equivalent performance and functionality for any or all of the affected Catalogue and/or Ordered Software Application Solutions, so as to avoid the infringement or the alleged infringement, provided that:

- (a) the terms herein shall apply mutatis mutandis to such modified or substituted goods and/or services;
- (b) such substitution shall not increase the burden on the CUSTOMER; and
- (c) such modified or substituted goods and/or services items shall be acceptable to the CUSTOMER, such acceptance not to be unreasonably withheld; or

16.16.2 procure a licence to use the Catalogue and/or Ordered Software Application Solutions on terms that are reasonably acceptable to the CUSTOMER; and

16.16.3 in relation to the performance of the SERVICE PROVIDER's responsibilities and obligations hereunder, promptly re-perform those responsibilities and obligations.

16.17 The provisions of Clauses 17.11 and 17.16 shall not apply insofar as any such claim or demand or action is in respect of any:

16.17.1 use by the CUSTOMER of the Catalogue and/or Ordered Software Application Solutions in combination with any item, good or service not supplied or approved by the SERVICE PROVIDER (or its Sub-Contractors) where such use of the Ordered Software Application Solutions directly gives rise to the claim, demand or action; or

16.17.2 modification carried out by or on behalf of the CUSTOMER to the Catalogue and/or any Ordered Software Application Solutions provided under this Contract if such modification is not authorised by the SERVICE PROVIDER (or its Sub-Contractors) in writing; or

16.17.3 use by the CUSTOMER of the Catalogue and/or Ordered Software Application Solutions in a manner not reasonably to be inferred from the specification or requirements of the CUSTOMER.

16.18 In the event that the SERVICE PROVIDER has availed itself of its rights to modify the Catalogue and/or Ordered Software Application Solutions or to supply substitute goods and/or services pursuant to Clause 17.16.1 or to procure a licence under Clause 17.16.2 and such exercise of the said rights has avoided any claim, demand or action for infringement or alleged infringement, then the SERVICE PROVIDER shall have no further liability in respect of the said claim, demand or action.

16.19 In the event that a modification or substitution in accordance with Clause 17.16.1 above is not possible so as to avoid the infringement, or the SERVICE PROVIDER has been unable to procure a licence in accordance with Clause 17.16.2:

16.19.1 the CUSTOMER shall be entitled to terminate this Contract pursuant to Clause 10.4.5; and

- 16.19.2 the SERVICE PROVIDER shall be liable for the value of the additional costs incurred in implementing and maintaining replacement services.
- 16.20 Clauses 17.11 and 17.16 set out the entire financial liability of the SERVICE PROVIDER with regard to the infringement of any Intellectual Property Right by the availability, provision or use of the Catalogue and/or Ordered Software Application Solutions (or any parts thereof) and/or the performance of the SERVICE PROVIDER's responsibilities and obligations hereunder. This shall not affect the SERVICE PROVIDER's financial liability for other Defaults or causes of action that may arise hereunder.
- 16.21 The CUSTOMER warrants that the SERVICE PROVIDER's use of any third party item supplied directly by the CUSTOMER in accordance with any instructions given by the CUSTOMER in connection with the use of such item shall not cause the SERVICE PROVIDER to infringe any third party's Intellectual Property Rights in such item.

17. CONFIDENTIALITY

- 17.1 Except to the extent set out in this Clause 18 or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 17.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
- 17.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 17.2 Clause 18.1 shall not apply to the extent that:
- 17.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 19;
- 17.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 17.2.3 such information was obtained from a third party without obligation of confidentiality;
- 17.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- 17.2.5 it is independently developed without access to the other party's Confidential Information.
- 17.3 The SERVICE PROVIDER may only disclose the CUSTOMER Confidential Information to the SERVICE PROVIDER Personnel who are directly involved in the provision of the Ordered Software Application Solutions and who need to know the information, and shall ensure that such SERVICE PROVIDER Personnel are aware of and shall comply with these obligations as to confidentiality.
- 17.4 The SERVICE PROVIDER shall not, and shall procure that the SERVICE PROVIDER Personnel do not, use any of the CUSTOMER Confidential Information received otherwise than for the purposes of this Contract.
- 17.5 The SERVICE PROVIDER may only disclose the CUSTOMER Confidential Information to the SERVICE PROVIDER Personnel and who need to know the information, and shall ensure that such SERVICE PROVIDER Personnel are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any SERVICE PROVIDER Personnel causes or contributes (or could cause or contribute) to the SERVICE PROVIDER breaching its obligations as to confidentiality under or in connection with this Contract, the SERVICE PROVIDER shall take such action as may be appropriate in the

circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any SERVICE PROVIDER Personnel, the SERVICE PROVIDER shall provide such evidence to the CUSTOMER as the CUSTOMER may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the SERVICE PROVIDER is taking appropriate steps to comply with this Clause 18, including copies of any written communications to and/or from SERVICE PROVIDER Personnel and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with SERVICE PROVIDER Personnel in connection with obligations as to confidentiality.

- 17.6 At the written request of the CUSTOMER, the SERVICE PROVIDER shall procure that those members of the SERVICE PROVIDER Personnel identified in the CUSTOMER's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 17.7 Nothing in this Contract shall prevent the CUSTOMER from disclosing the SERVICE PROVIDER Confidential Information:
- 17.7.1 to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
 - 17.7.2 to any consultant, contractor or other person engaged by the CUSTOMER or any person conducting an Office of Government Commerce gateway review;
 - 17.7.3 for the purpose of the examination and certification of the CUSTOMER's accounts; or
 - 17.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the CUSTOMER has used its resources.
- 17.8 The CUSTOMER shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or sub-contractor to whom the SERVICE PROVIDER Confidential Information is disclosed pursuant to Clause 18.7 is made aware of the CUSTOMER's obligations of confidentiality.
- 17.9 Nothing in this Clause 17 shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 17.10 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the CUSTOMER and the SERVICE PROVIDER acknowledge that any Confidential Information originating from:
- 17.10.1 the CUSTOMER, its employees, servants or agents is the property of the CUSTOMER; and
 - 17.10.2 the SERVICE PROVIDER, its servants, agents or the SERVICE PROVIDER Personnel is the property of the SERVICE PROVIDER.

18. FREEDOM OF INFORMATION

- 18.1 The SERVICE PROVIDER acknowledges that the CUSTOMER is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the CUSTOMER to enable the CUSTOMER to comply with its Information disclosure obligations.

- 18.2 The SERVICE PROVIDER shall and shall procure that its Sub-Contractors shall:
- 18.2.1 transfer to the CUSTOMER all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 18.2.2 provide the CUSTOMER with a copy of all Information in its possession or power in the form that the CUSTOMER requires within five (5) Working Days (or such other period as the CUSTOMER may specify) of the CUSTOMER's request; and
 - 18.2.3 provide all necessary assistance as reasonably requested by the CUSTOMER to enable the CUSTOMER to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 18.3 The CUSTOMER shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 18.4 In no event shall the SERVICE PROVIDER respond directly to a Request for Information unless expressly authorised to do so by the CUSTOMER.
- 18.5 The SERVICE PROVIDER acknowledges that (notwithstanding the provisions of this Clause 18) the CUSTOMER may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the SERVICE PROVIDER or the Ordered Software Application Solutions:
- 18.5.1 in certain circumstances without consulting the SERVICE PROVIDER; or
 - 18.5.2 following consultation with the SERVICE PROVIDER and having taken their views into account,
- provided always that where Clause 18.5.1 applies the CUSTOMER shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the SERVICE PROVIDER advanced notice, or failing that, to draw the disclosure to the SERVICE PROVIDER's attention after any such disclosure.
- 18.6 The SERVICE PROVIDER shall ensure that all Information is retained for disclosure and shall permit the CUSTOMER to inspect such records as requested from time to time.
- 18.7 The SERVICE PROVIDER acknowledges that the Commercially Sensitive Information listed in Schedule 2-10 is of indicative value only and that the CUSTOMER may be obliged to disclose it in accordance with Clause 18.5.

19. PUBLICITY

- 19.1 The SERVICE PROVIDER shall not:
- 19.1.1 make any press announcements or publicise this Contract in any way; or
 - 19.1.2 use the CUSTOMER's name or brand in any promotion or marketing or announcement of Orders,
- without the CUSTOMER's prior written consent. The SERVICE PROVIDER shall ensure the observance of the provisions of this Clause 19 by all SERVICE PROVIDER Personnel.

19.2 The CUSTOMER shall be entitled to publicise this Contract in accordance with any legal obligation upon the CUSTOMER, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

19.3 The SERVICE PROVIDER acknowledges to the CUSTOMER that nothing in this Contract either expressly or by implication constitutes an endorsement of any goods and/or services of the SERVICE PROVIDER (including the Ordered Software Application Solutions) and the SERVICE PROVIDER agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

20. DISPUTE RESOLUTION

20.1 Subject to the provisions of Clause 20.2 and save for disputes arising:

20.1.1 under Clause 29 (which shall be dealt with in accordance with Clause 29.4);

20.1.2 under Schedule 2-18,

any dispute arising under, or in connection with this Contract shall be dealt with in accordance with this Clause 20, and neither the CUSTOMER nor the SERVICE PROVIDER shall be entitled to commence or pursue any legal proceedings under the jurisdiction of the Courts in connection with any such dispute, until the procedures set out in this Clause 20 have been exhausted.

20.2 Clause 20.1 shall be without prejudice to the rights of termination stated in Clause 0 and in addition shall not prevent the CUSTOMER or the SERVICE PROVIDER from applying for injunctive relief in the case of:

20.2.1 breach or threatened breach of confidentiality;

20.2.2 infringement or threatened infringement of its Intellectual Property Rights; or

20.2.3 infringement or threatened infringement of the Intellectual Property Rights of a third party, where such infringement could expose the CUSTOMER or the SERVICE PROVIDER to liability.

20.3 All disputes between the CUSTOMER and the SERVICE PROVIDER arising out of or relating to this Contract shall first be referred by Kevin Hall, the CUSTOMER's Contract Manager or Mohamed Gaffar the SERVICE PROVIDER's first point of contact to the other for resolution.

20.4 If any dispute cannot be resolved by the representatives nominated under Clause 20.3 within a maximum of ten (10) Working Days (or such other period as agreed by the parties) after it has been referred under Clause 20.3, that dispute shall then be referred to the CUSTOMER's second point of contact Hasan Afzal and Nick James the SERVICE PROVIDER's second point of contact for resolution.

20.5 If any dispute cannot be resolved by the representatives nominated under Clause 20.4 within a maximum of ten (10) Working Days (or such other period as agreed by the parties) after it has been referred under Clause 20.4, that dispute shall:

20.5.1 first be further referred to mediation in accordance with the provisions of Schedule 2-9; and thereafter

20.5.2 if agreed by the parties, to arbitration in accordance with the provisions of Schedule 2-9; or

20.5.3 if arbitration is not agreed to by either party, to litigation in accordance with the provisions of Schedule 2-9.

21. INSURANCE

- 21.1 During the Term and for a period of six (6) years following expiry or termination of this Contract, the SERVICE PROVIDER shall take out and maintain or procure the maintenance of the minimum insurances set out in Schedule 2-19.
- 21.2 The SERVICE PROVIDER shall produce to the CUSTOMER's Contract Manager as detailed in clause 9.3, within five (5) Working Days of the Effective Date and on each subsequent anniversary of that date, brokers letters for all insurance policies referred to in Schedule 2-19 or such other evidence as agreed between the CUSTOMER and the SERVICE PROVIDER that will confirm the extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 21.3 The terms of any insurance or the amount of cover shall not relieve the SERVICE PROVIDER of any liabilities under this Contract. It shall be the responsibility of the SERVICE PROVIDER to ensure that the amount of insurance cover is adequate to enable it to satisfy all its potential liabilities subject to the limit of liability specified in Clause 12.

22. RECOVERY OF SUMS DUE

- 22.1 The CUSTOMER shall be permitted to deduct and withhold from any sum due to the SERVICE PROVIDER under this Contract any sum of money due from the SERVICE PROVIDER under:
- 22.1.1 this Contract;
 - 22.1.2 any other agreement between the SERVICE PROVIDER and the CUSTOMER;
 - 22.1.3 any other agreement between the SERVICE PROVIDER and the AUTHORITY; or
 - 22.1.4 any other agreement between the SERVICE PROVIDER and any other Crown Body, provided that the terms of such other agreement provide for sums of money due from the SERVICE PROVIDER under that agreement to be recovered by way of a deduction from sums of money due to the SERVICE PROVIDER under this Contract (albeit that this Contract may not be referenced specifically under that agreement).

23. STATUTORY REQUIREMENTS

- 23.1 The SERVICE PROVIDER shall notify the CUSTOMER of all statutory provisions and approved safety standards applicable to the Ordered Software Application Solutions and their provision and shall be responsible for obtaining all licences, consents or permits required for the performance of this Contract.
- 23.2 The SERVICE PROVIDER shall inform the CUSTOMER if the Ordered Software Application Solutions are hazardous to health or safety and of the precautions that should be taken in respect thereto.
- 23.3 The SERVICE PROVIDER shall, and shall ensure that its Sub-Contractors and the SERVICE PROVIDER Personnel, take all measures necessary to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other Laws relating to health and safety, which may apply to those involved in the performance of this Contract.

24. STATUTORY INVALIDITY

- 24.1 The CUSTOMER and the SERVICE PROVIDER expressly agree that should any limitation or provision contained in this Contract be held to be invalid under any particular Law, it shall to that extent be deemed to be omitted but, if either the CUSTOMER or the SERVICE PROVIDER thereby becomes liable for loss or damage which would have otherwise been excluded, such liability shall be subject to the other limitations and provisions set out herein.

25. ENVIRONMENTAL REQUIREMENTS

- 25.1 The SERVICE PROVIDER shall comply in all material respects with all applicable environmental Laws in force from time to time in relation to the Ordered Software Application Solutions. Without prejudice to the generality of the foregoing, the SERVICE PROVIDER shall promptly provide all such information regarding the environmental impact of the Ordered Software Application Solutions as may reasonably be requested by the CUSTOMER.
- 25.2 The SERVICE PROVIDER shall meet all reasonable requests by the CUSTOMER for information evidencing compliance with the provisions of Clause 25.1 by the SERVICE PROVIDER.

26. DISCRIMINATION AND EQUALITY

- 26.1 The SERVICE PROVIDER shall not, and shall procure that the SERVICE PROVIDER Personnel and Sub-Contractors do not, unlawfully discriminate within the meaning and scope of the provisions of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003, Employment Equality (Age) Regulations 2006 or any statutory modification or re-enactment thereof or any other Law relating to discrimination in employment.
- 26.2 The SERVICE PROVIDER shall, and shall procure that the SERVICE PROVIDER Personnel and its Sub-Contractors shall, operate in a manner and co-operate with the CUSTOMER so as to allow the CUSTOMER to comply with its statutory public sector equality duties which means any legislation in relation to the promotion of equality on the grounds of sex, sexual orientation, race, colour, ethnic or national origin, disability, religion or belief or age.
- 26.3 The SERVICE PROVIDER shall, and shall procure that the SERVICE PROVIDER Personnel and its Sub-Contractors, comply with the CUSTOMER's equality and diversity policy as may be amended from time to time, copies of which will be provided by the CUSTOMER to the SERVICE PROVIDER at the SERVICE PROVIDER's written request.

27. TUPE AND PENSIONS

- 27.1 The CUSTOMER and the SERVICE PROVIDER agree that the commencement of the provision of the Ordered Software Application Solutions by the SERVICE PROVIDER under this Contract will not be a "relevant transfer" to which TUPE and/or the Acquired Rights Directive will apply as the SERVICE PROVIDER is also the Outgoing Service Provider.
- 27.2 The CUSTOMER and the SERVICE PROVIDER acknowledge that there are Fair Deal Employees engaged in the provision of the Software Application Solutions under this Contract. Accordingly, the SERVICE PROVIDER agrees to ensure that with effect from the Service Commencement Date until the day before any Service Transfer Date and/or the termination or expiry of the Software Application Solutions provided under this Contract (as applicable), all Fair Deal Employees will be provided with continued membership of the SERVICE PROVIDER Scheme that they currently contribute to (or, if such scheme is terminated, membership of a replacement pension scheme in accordance with clause 28.3.3 below) provided that such employees retain eligibility for Fair Deal protection.

27.3

27.3.1 The SERVICE PROVIDER shall: either

- (i) fund the SERVICE PROVIDER Scheme in accordance with the schedule of contributions agreed following the latest actuarial valuation of the SERVICE PROVIDER's Scheme and in line with its statutory obligations; or
- (j) fund any replacement broadly comparable scheme provided in accordance with clause 28.3.3 below in accordance with the funding requirements set by the

replacement broadly comparable scheme's actuary or by the Government Actuary's Department;

for the period ending on the day before any Service Transfer Date and/or termination or expiry of the Software Application Solutions provided under this Contract.

- 27.3.2 instruct any such SERVICE PROVIDER Scheme's actuary (or any replacement broadly comparable scheme's actuary) to provide and provide all such co-operation and assistance in respect of any such SERVICE PROVIDER Scheme (or any replacement broadly comparable pension scheme provided in accordance with clause 28.3.3 below) as a replacement service provider and/or the CUSTOMER may reasonably require, to enable a replacement service provider to participate in either the Civil Service Pension Schemes or a pension scheme Broadly Comparable to the Civil Service Pension Schemes in respect of any Fair Deal Employees that are eligible for Fair Deal protection following a Service Transfer and/or the termination or expiry of the Software Application Solutions provided under this Contract (as applicable);
- 27.3.3 in the event that the SERVICE PROVIDER Scheme is terminated provide a replacement pension scheme which is certified as Broadly Comparable to the SERVICE PROVIDER Scheme, as evidenced by certification from the Government Actuary's Department within three months of the termination of the SERVICE PROVIDER Scheme, for those Fair Deal Employees who are still employed by the SERVICE PROVIDER and are eligible for Fair Deal protection as at the date the SERVICE PROVIDER Scheme is terminated;
- 27.3.4 in respect of any Fair Deal Employee that is eligible for Fair Deal protection on a Service Transfer, allow and make all necessary arrangements to effect the bulk transfer of past service accrued pension rights from the SERVICE PROVIDER Scheme (or any replacement broadly comparable pension scheme provided in accordance with clause 28.3.3 above) into the Civil Service Pension Schemes ("**Bulk Transfer**"). Such Bulk Transfer of accrued rights will be based on the past service reserve (past service reserves are to be calculated with regard to projected final pensionable pay at the assumed date of retirement, or earlier death, or leaving service and not the final pensionable pay at the day before readmission), or if less, a reasonable share of fund basis. In either case, this amount is to be calculated in line with the assumptions set out in the SERVICE PROVIDER Scheme's latest actuarial valuation and statement of funding principles prepared under sections 223 to 224 of the Pensions Act 2004 updated to the calculation date, where the calculation date is as at the day before the date of readmission to the Civil Service Pension Schemes. Furthermore there will be provision for a roll up from the calculation date to the date of payment in line with the investment returns achieved in the SERVICE PROVIDER's Scheme. Provided the SERVICE PROVIDER pays the Bulk Transfer amount in full to the Civil Service Pension Schemes it shall have no further liability in respect of the funding of any past pensionable service so transferred.
- 27.4 The parties agree that the TUPE and pension provisions set out in Schedule 2-11 shall apply on the termination or expiry of this Contract.

28. OFFICIAL SECRETS ACTS

- 28.1 The SERVICE PROVIDER shall take all reasonable steps to ensure that all people employed by the SERVICE PROVIDER and its Sub-Contractors in connection with this Contract are aware of the Official Secrets Acts 1911 to 1989 and where appropriate, with the provisions of the Atomic Energy Act 1946, and that these Acts apply to them during the execution of this Contract and after the expiry or termination (howsoever arising) of this Contract.

29. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

- 29.1 The SERVICE PROVIDER shall not:

- 29.1.1 offer or give or agree to give any person working for, acting for or engaged by the CUSTOMER or any other Crown Body any gift or consideration of any kind as (or which could act as) an inducement or reward for any act or failure to act connected to this Contract or any other contract with any other Crown Body including its award to the SERVICE PROVIDER and any of the rights and obligations contained within it; or
- 29.1.2 enter into this Contract or any other contract with the CUSTOMER, any other Crown Body or any person acting for and on behalf of the CUSTOMER or any Crown Body in connection with which commission has been paid or agreed to be paid to any person working for or engaged by the CUSTOMER or any other Crown Body by him or on his behalf, or to his knowledge, unless before (as applicable) this Contract or any other contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to (as applicable) the CUSTOMER or any other Crown Body.
- 29.2 Any breach of Clause 29.1 by the SERVICE PROVIDER or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the SERVICE PROVIDER) or the commission of any offence by the SERVICE PROVIDER or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the SERVICE PROVIDER) under the Prevention of Corruption Acts 1889 to 1916, in relation to this Contract or any other contract with any other Crown Body shall entitle the CUSTOMER to terminate this Contract in accordance with Clause 9.7.5 and recover from the SERVICE PROVIDER the amount of any loss resulting from such termination and/or to recover from the SERVICE PROVIDER the amount or value of any such gift, consideration or commission.
- 29.3 Any termination under Clause 29.2 shall be without prejudice to any right or remedy which has already accrued, or subsequently accrues, to the CUSTOMER.
- 29.4 Any dispute, difference or question arising in respect of the interpretation of this Clause 29, the right of the CUSTOMER to terminate this Contract or the amount or value of any such gift, consideration or commission shall be decided by the CUSTOMER, whose decision shall be final and conclusive.

30. TRANSFER AND SUB-CONTRACTING

- 30.1 This Contract is personal to the SERVICE PROVIDER. Subject to the provisions of Clause 30.2, the SERVICE PROVIDER shall not assign, novate, sub-contract or otherwise dispose of this Contract or any part thereof without the previous consent in writing of the CUSTOMER.
- 30.2 Notwithstanding the provisions of Clause 30.1, the SERVICE PROVIDER shall be entitled to Sub-Contract its obligations hereunder to the Sub-Contractors listed in Schedule 2-8, however this shall not affect the SERVICE PROVIDER's obligations to the CUSTOMER and any liabilities under this Contract.
- 30.3 In selecting, appointing and managing Sub-Contractors, the SERVICE PROVIDER shall comply with the procedures specified in Schedule 2-8.
- 30.4 In the event that the SERVICE PROVIDER, in accordance with the terms of this Contract, enters into a Sub-Contract in connection with this Contract, the SERVICE PROVIDER shall ensure that a term is included in the Sub-Contract which requires the SERVICE PROVIDER to pay all sums due thereunder to the Sub-Contractor within a specified period, not to exceed thirty (30) Days, from the date of receipt of a valid invoice as defined by the terms of the Sub-Contract.
- 30.5 The SERVICE PROVIDER shall not enter into any Sub-Contract for the fulfilment of such responsibilities and obligations as are fulfilled by the principal Sub-Contractors listed in Schedule 2-8 by any sub-contractor not listed in Schedule 2-8 without the prior written approval of the CUSTOMER in accordance with the provisions of the Contract Change Procedure.
- 30.6 In the event that the SERVICE PROVIDER wishes to add or remove any Sub-Contractor, the SERVICE PROVIDER shall notify the CUSTOMER's Software Application Solutions Contract

Manager in writing, which for the purposes of this notification may be via email, of such proposed additions to or removals from the list of Sub-Contractors. In the case of additions to the list of Sub-Contractors, such notification will contain confirmation that the selection and appointment of the Sub-Contractor is in accordance with the provisions of paragraph 3 of Schedule 2-8.

- 30.7 The SERVICE PROVIDER shall not remove or change any Sub-Contractor without giving prior written notice to, and receiving the approval of, the CUSTOMER in accordance with the provisions of the Contract Change Procedure.
- 30.8 The CUSTOMER reserves the right to veto or withdraw the approval of the use of any Sub-Contractor or partner in the provision of the Ordered Software Application Solutions. Such right shall not be exercised unreasonably, frivolously or vexatiously.
- 30.9 In the event that the CUSTOMER exercises its right pursuant to Clause 31.8 the SERVICE PROVIDER shall use all reasonable endeavours to maintain the provision of the Ordered Software Application Solutions and the CUSTOMER and the SERVICE PROVIDER shall enter into good faith negotiations to agree the impact of the situation on the provisions of this Contract.
- 30.10 The use of Sub-Contractors and any subsequent approval of other sub-contractors by the CUSTOMER under this Clause 30 shall not in any way constitute any form of recommendation by the CUSTOMER of the Sub-Contractor, whether implied or otherwise.
- 30.11 Subject to the provisions of Clause 30.13, the CUSTOMER shall be entitled to:
 - 30.11.1 assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract and any associated third party licences to any other Contracting Authority; or
 - 30.11.2 novate this Contract and any associated third party licences to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the CUSTOMER. If this transfer increases the burden of the SERVICE PROVIDER's obligations under this Contract the SERVICE PROVIDER shall be entitled to any additional Charges that are reasonable by way of compensation and which can be agreed through the Contract Change Procedure.
- 30.12 Subject to the provisions of Clause 30.13, any change in the legal status of the CUSTOMER such that it ceases to be a Contracting Authority shall not affect the validity of this Contract. In such circumstances, this Contract shall bind and inure to the benefit of any successor body to the CUSTOMER.
- 30.13 If this Contract is novated to a body which is not a Contracting Authority pursuant to Clause 30.11.2, or if a successor body which is not a Contracting Authority becomes the CUSTOMER pursuant to Clause 30.12 (in the remainder of this Clause 31 both such bodies are referred to as the "transferee"):
 - 30.13.1 the rights of termination of the CUSTOMER in Clauses 9.7.4, 9.7.5, 9.7.6, 9.9 and 9.10 shall be available, mutatis mutandis, to the SERVICE PROVIDER in the event of the bankruptcy, insolvency, Default or Persistent Breach of the transferee;
 - 30.13.2 the transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the previous consent in writing of the SERVICE PROVIDER; and
 - 30.13.3 the following Clauses shall be varied from the date of the novation or the date of the change of status (as appropriate) as set out below as if this Contract had been amended by the CUSTOMER and the SERVICE PROVIDER in accordance with Clause 8:

- (a) the reference in Clause 11.6 to Clause 29 shall be deleted;
- (b) Clauses 18.7.1 and 29 shall be deleted;
- (c) in Clause 18.10, delete "Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information,";
- (d) at the end of Clause 23.1.2 insert "or". At the end of Clause 23.1.3, delete "; or" and replace with ",". Delete Clause 23.1.4;
- (e) in Clause 30.1.1, the first reference to "or any other Crown Body" shall be deleted and the second and reference to "any other Crown Body" shall be replaced with "the CUSTOMER";
- (f) in Clause 30.1.2, the first reference to ", any other Crown Body", the second reference to "or any Crown Body", the third reference to "or any other Crown Body" and the fourth reference to "or any other Crown Body" shall be deleted;
- (g) in Clause 30.2, the words "any other Crown Body" shall be replaced with "the CUSTOMER";
- (h) Clauses 31.11 and 31.13 shall be deleted; and
- (i) in Schedule 2-1, delete the definition of "Crown Body".

30.14 Unless otherwise stated to the contrary, any reference to the SERVICE PROVIDER in this Contract shall include the Sub-Contractor. Notwithstanding any Sub- Contracting permitted hereunder, the SERVICE PROVIDER shall remain primarily responsible for the acts and omissions of its Sub-Contractors as though they were its own.

30.15 The CUSTOMER shall not be liable for any payment whatsoever to Sub- Contractors, the burden of which shall be solely with the SERVICE PROVIDER.

31. RIGHTS OF THIRD PARTIES

31.1 To the extent that this Contract is expressed to confer rights or benefits on a party who is not a party to this Contract, that party shall by virtue of the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those rights as if it was a party to this Contract. The consent of any person other than the CUSTOMER (or the SERVICE PROVIDER, as the case may be) is not required to vary or terminate this Contract or alter or extinguish any rights created under this Clause 32.1.

31.2 Except as provided in Clause 31.1, a person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This Clause 31.2 does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

31.3 This Contract shall not create any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise for any Sub-Contractors.

32. ACCESS TO CUSTOMER PREMISES

32.1 Any CUSTOMER Premises (including temporary buildings) made available to the SERVICE PROVIDER, its Sub-Contractors and the SERVICE PROVIDER Personnel by the CUSTOMER in connection with this Contract shall be made available free of charge solely for the purpose of performing this Contract. The SERVICE PROVIDER shall have the use of the CUSTOMER Premises as licensee and shall vacate the same upon the expiry or termination (howsoever arising) of this Contract.

- 32.2 The CUSTOMER shall be responsible for maintaining the internal and external structure of the CUSTOMER Premises and the security of the CUSTOMER Premises in accordance with its security procedures. The SERVICE PROVIDER shall comply with all reasonable security requirements of the CUSTOMER while on the CUSTOMER Premises, and shall procure that all of its Sub-Contractors and the SERVICE PROVIDER Personnel shall likewise comply with such requirements. The CUSTOMER shall provide the SERVICE PROVIDER with copies of its security procedures upon request and shall afford the SERVICE PROVIDER an opportunity to inspect its physical security arrangements.

33. SEVERABILITY

- 33.1 Subject to the provisions of Clause 24, if any provision of this Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been executed with the invalid provision eliminated. In the event of a holding of invalidity, illegality or unenforceability so fundamental as to prevent the accomplishment of the purpose of this Contract, the CUSTOMER and the SERVICE PROVIDER shall immediately commence good faith negotiations to remedy such invalidity, illegality or unenforceability.

34. AUDIT

- 34.1 Except where an audit is imposed on the CUSTOMER by a Regulatory Body, the CUSTOMER may, not more than twice in any Year, conduct an audit for the following purposes:
- 34.1.1 to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Contract), and/or the costs of all suppliers (including Sub-Contractors) of the Ordered Software Application Solutions;
 - 34.1.2 to review the integrity, confidentiality and security of the CUSTOMER Data held or used by the SERVICE PROVIDER;
 - 34.1.3 to review the SERVICE PROVIDER's compliance with the Data Protection Legislation in accordance with this Contract and any other Laws;
 - 34.1.4 to review any books of account kept by the SERVICE PROVIDER in connection with the provision of the Ordered Software Application Solutions;
 - 34.1.5 to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the CUSTOMER has used its resources;
 - 34.1.6 to inspect the CUSTOMER's assets, including the Intellectual Property Rights, equipment, facilities and maintenance, for the purposes of ensuring that the CUSTOMER's assets are secure and that any register of assets is up to date; and/or
 - 34.1.7 to ensure that the SERVICE PROVIDER is complying with the Standards and Regulations.
- 34.2 The CUSTOMER shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the SERVICE PROVIDER or delay the provision of the Ordered Software Application Solutions.
- 34.3 Subject to the CUSTOMER's obligations of confidentiality, the SERVICE PROVIDER shall on demand provide the CUSTOMER (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 34.3.1 all information requested by the CUSTOMER within the permitted scope of the audit;

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- 34.3.2 reasonable access to any sites controlled by the SERVICE PROVIDER and to any equipment used (whether exclusively or non-exclusively) in the provision of the Ordered Software Application Solutions; and
- 34.3.3 access to SERVICE PROVIDER, its Sub-Contractors and the SERVICE PROVIDER Personnel.
- 34.4 The SERVICE PROVIDER shall implement all measurement and monitoring tools and procedures necessary to measure and report on the SERVICE PROVIDER's performance of the Ordered Software Application Solutions against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.
- 34.5 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, unless the audit identifies a Default by the SERVICE PROVIDER in which case the SERVICE PROVIDER shall reimburse the CUSTOMER for all the CUSTOMER's reasonable costs incurred in the course of the audit.
- 34.6 If an audit identifies that:
- 34.6.1 the SERVICE PROVIDER has failed to perform its obligations under this Contract in any material manner, the parties shall agree and implement a remedial plan within thirty (30) Days (or such other period as agreed by the parties). If the SERVICE PROVIDER's failure relates to a failure to provide any information to the CUSTOMER about the Charges, proposed Charges or the SERVICE PROVIDER's costs, then the remedial plan shall include a requirement for the provision of all such information;
- 34.6.2 the CUSTOMER has overpaid any Charges, the SERVICE PROVIDER shall pay to the CUSTOMER the amount overpaid within twenty (20) Working Days. The CUSTOMER may deduct the relevant amount from the Charges if the SERVICE PROVIDER fails to make this payment; and
- 34.6.3 the CUSTOMER has underpaid any Charges, the CUSTOMER shall pay to the SERVICE PROVIDER the amount of the under-payment less the cost of audit incurred by the CUSTOMER if this was due to a Default by the SERVICE PROVIDER in relation to invoicing within twenty (20) Working Days.

35. FORCE MAJEURE

- 35.1 For the purposes of this Contract, the expression "Force Majeure Event" shall mean any cause affecting the performance by either the CUSTOMER or the SERVICE PROVIDER of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding any industrial dispute relating to the SERVICE PROVIDER, the SERVICE PROVIDER Personnel or any other failure in the SERVICE PROVIDER or the Sub-Contractor's supply chain.
- 35.2 Subject to the remaining provisions of this Clause 36, either party to this Contract may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.
- 35.3 Any act, event, omission, happening or non-happening will only be considered a Force Majeure Event if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the Affected Party, its employees, servants or agents (including where the Affected Party is the SERVICE PROVIDER, its Sub-Contractors and the SERVICE PROVIDER Personnel) or the failure of either the CUSTOMER or the SERVICE PROVIDER to perform its obligations under this Contract. The SERVICE PROVIDER cannot claim relief from a Force

Majeure Event to the extent that it is required to comply with the BCDR Plan but has failed to do so.

- 35.4 It is expressly agreed that any failure by the SERVICE PROVIDER to perform or any delay by the SERVICE PROVIDER in performing its obligations under this Contract which results from any failure or delay in the performance of its obligations by any person, firm or company with which the SERVICE PROVIDER shall have entered into any contract, supply arrangement or Sub-Contract or otherwise shall be regarded as a failure or delay due to a Force Majeure Event only in the event that such person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or Sub-Contract or otherwise as a result of circumstances of a Force Majeure Event.
- 35.5 If an Affected Party becomes aware of circumstances of a Force Majeure Event which give rise to or which are likely to give rise to any such failure or delay on its part, it shall notify the other party by the most expeditious method available and shall inform the other party of the likely duration of any failure or delay caused by those circumstances. The notification shall include details of the Force Majeure Event together with evidence of its effect on the obligations of the Affected Party, and any action the Affected Party proposes to take to mitigate its effect.
- 35.6 In the event of a Force Majeure Event, the CUSTOMER and the SERVICE PROVIDER shall use all reasonable endeavours to continue to perform, or resume performance of, all of their obligations under this Contract.
- 35.7 Provided always that (as applicable) the CUSTOMER or the SERVICE PROVIDER use reasonable endeavours pursuant to the provisions of Clause 36.6, it shall not, in any circumstances, be liable to the other for any loss of any kind whatsoever, including any damages or abatement of Charges, whether directly or indirectly caused to, or incurred by, the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to a Force Majeure Event.
- 35.8 As soon as practicable following the Affected Party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Contract. Where the SERVICE PROVIDER is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 35.9 The Affected Party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 35.10 Subject to paragraph 2.3 of Schedule 2-6, it is hereby expressly declared that the only events that shall afford relief from liability for failure or delay shall be events recognised as Force Majeure Events under this Clause 36.

36. LEGISLATIVE CHANGE

- 36.1 The SERVICE PROVIDER shall bear the cost of ensuring that the Ordered Software Application Solutions comply with all Laws and any amendments thereto, except where any such amendment could not reasonably have been foreseen by the SERVICE PROVIDER at the Effective Date.
- 36.2 Where such reasonably unforeseeable amendments are necessary, the CUSTOMER and the SERVICE PROVIDER shall use all reasonable endeavours to agree upon reasonable adjustments to the Charges as may be necessary to compensate the SERVICE PROVIDER for such additional costs as are both reasonably and necessarily incurred by the SERVICE PROVIDER in accommodating such amendments.

37. WAIVER AND CUMULATIVE REMEDIES

- 37.1 The failure of the SERVICE PROVIDER or the CUSTOMER to insist upon strict performance of any provision of this Contract or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Contract.
- 37.2 A waiver of any default shall not constitute a waiver of any other default. Any failure to exercise or any delay in exercising a right or remedy by either party shall not constitute a waiver of that right or remedy or of any other rights or remedies.
- 37.3 No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver communicated by notice, in accordance with the provisions of Clause 9.
- 37.4 The rights and remedies provided by this Contract are cumulative and, unless a right or remedy of the CUSTOMER is expressed to be an exclusive right or remedy, the exercise of it by the CUSTOMER is without prejudice to the CUSTOMER's other rights and remedies provided at law or in equity or otherwise under this Contract.

38. LAW AND JURISDICTION

- 38.1 Subject to the provisions of Clause 21, the CUSTOMER and the SERVICE PROVIDER accept the exclusive jurisdiction of the English Courts and agree that this Contract is to be governed by and construed according to English law.
- 38.2 This Contract shall be binding upon the CUSTOMER and its successors and assignees and the SERVICE PROVIDER and the SERVICE PROVIDER's successors and permitted assignees.

39. ENTIRE AGREEMENT

- 39.1 This Contract, together with the documents referred to in it, constitutes the entire agreement and understanding between the CUSTOMER and the SERVICE PROVIDER relating to the subject matter hereof and supersedes, cancels and nullifies any previous agreement between the parties to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 39.2 Each of the parties acknowledge and agree that in entering into this Contract and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Contract. The only remedy available to either party in respect of any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Contract.
- 39.3 Nothing in this Clause 40 shall operate to exclude any liability for fraud.

40. FURTHER ASSURANCES

- 40.1 At its own expense, each party shall and shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Contract.

41. RELATIONSHIP OF THE PARTIES

- 41.1 Nothing in this Contract is intended to create a partnership, or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other party.

42. TRANSPARENCY REQUIREMENTS

- 42.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The CUSTOMER shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the SERVICE PROVIDER hereby gives his consent for the CUSTOMER to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Contract, to the general public.
- 42.2 The CUSTOMER may consult with the SERVICE PROVIDER to inform its decision regarding any redactions but the CUSTOMER shall have the final decision in its absolute discretion.
- 42.3 The SERVICE PROVIDER shall assist and cooperate with the CUSTOMER to enable the CUSTOMER to publish this Contract.

Additional Clause

43. TAX INDEMNITIES

- 43.1 Where the SERVICE PROVIDER is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 43.2 Where the SERVICE PROVIDER is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 43.3 The CUSTOMER may, at any time during the term of this contract, ask the SERVICE PROVIDER to provide information which demonstrates how the SERVICE PROVIDER complies with Clauses 44.1 and 44.2 above or why those Clauses do not apply to it.
- 43.4 A request under Clause 44.3 above may specify the information which the SERVICE PROVIDER must provide and the period within which that information must be provided. All information requested and periods specified shall be reasonable and limited to that which is relevant to and necessary for the purposes of Clause 44.3.
- 43.5 The CUSTOMER may terminate this contract if-
- 43.5.1 in the case of a request mentioned in Clause 44.3 above if the SERVICE PROVIDER:
- (a) fails to provide information in response to the request within a reasonable time, or
 - (b) provides information which is inadequate to demonstrate either how the SERVICE PROVIDER complies with Clauses 44.1 and 44.2 above or why those Clauses do not apply to it;
- 43.5.2 in the case of a request mentioned in Clause 44.4 above, the SERVICE PROVIDER fails to provide the specified information within the specified period, or
- 43.5.3 it receives information which demonstrates that, at any time when Clauses 44.1 and 44.2 apply, the SERVICE PROVIDER is not complying with those Clauses.
- and in each case, the SERVICE PROVIDER has failed to remedy such failure within thirty (30) days of receipt of notice to do so.

- 43.6 The CUSTOMER may supply any information which it receives under Clause 44.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

45. STEP IN RIGHTS

- 45.1 Without prejudice to the Customer's rights of termination under clause 11 the Customer may exercise one or more of the rights set out in this clause 45 ("Step In Rights") if:
- 45.1.1 there is a Default by the Service Provider which materially prevents or materially delays the provision of the Ordered Software Application Solutions;
 - 45.1.2 an event of Force Majeure occurs which materially prevents or materially delays the provision of the Ordered Software Application Solutions;
 - 45.1.3 a Regulatory Body has advised the Customer that exercise by the Customer of its rights under this clause 45 is necessary;
 - 45.1.4 a serious risk exists to the health and safety of persons, property or the environment;
 - 45.1.5 it is necessary to discharge a statutory duty.
- 45.2 If the Customer has a Step In Right it may serve notice on the Supplier (a "Step-In Notice") that it will take action under this clause 45 either itself or with the assistance of a third party.
- 45.3 The Step-In Notice shall set out:
- 45.3.1 the action the Customer wishes to take and in particular the Services that it wishes to control (the "Required Action");
 - 45.3.2 the event triggering the Step In Rights and whether the Customer believes that the Required Action is due to the Service Provider's Default;
 - 45.3.3 the date on which it wishes to commence the Required Action;
 - 45.3.4 the time period which it believes will be necessary for the Required Action (which shall not exceed six months);
 - 45.3.5 whether the Customer will require access to the Service Provider's premises (subject to the parties agreeing reasonable conditions, including without limitation suitable segregation controls, confidentiality requirements, and compliance with policies); and
 - 45.3.6 to the extent practicable, the effect the Customer anticipates the Required Action will have on the Service Provider's obligations to provide the Ordered Software Application Solutions during the period that the Required Action is being taken.
- 45.4 Following service of a Step-In Notice, the Customer shall:
- 45.4.1 take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;
 - 45.4.2 keep records of the Required Action taken and provide information about the Required Action to the Service Provider;
 - 45.4.3 co-operate wherever reasonable with the Service Provider in order to enable the Service Provider to continue to provide those Services of which the Customer is not assuming control; and

- 45.4.5 act reasonably in mitigating the cost that the Service Provider will incur as a result of the exercise of the Step In Rights.
- 45.5 For as long as and to the extent that the Required Action continues:
- 45.5.1 the Service Provider shall not be obliged to provide the Services to the extent that they are the subject of the Required Action (and shall not be liable for those Services); and
- 45.5.2 the Customer shall pay the Service Provider the Charges after subtracting any applicable Service Credits (and, in the event that Step-In Rights are invoked due to either:
- (a) the circumstances outlined in clause 45.1.1; or
- (b) the circumstances outlined in clause 45.1.4 , provided that the circumstances outlined in clause 45.1.4 exist because of a Default by the Service Provider,
- the Customer's costs of taking the Required Action).
- 45.6 If the Service Provider demonstrates to the Customer's reasonable satisfaction that the Required Action has resulted in the degradation of any Services not subject to the Required Action beyond that which would have been the case had the Customer not taken the Required Action, the Service Provider may request a reasonable adjustment of the Charges to reflect the additional costs incurred by the Service Provider as a result of the Required Action. The Customer shall, acting reasonably and without undue delay, determine whether such adjustment should be implemented.
- 45.7 Before ceasing to exercise its Step In Rights the Customer shall deliver a written notice to the Service Provider (a "Step-Out Notice"), specifying:
- 45.7.1 the Required Action it has taken; and
- 45.7.2 the date on which the Customer plans to end the Required Action (which shall be no less than 40 Working Days from the date of the Step-Out Notice) (the "**Step-Out Date**") subject to the Customer being satisfied with the Service Provider's ability to resume the provision of the Ordered Software Application Solutions and the Service Provider's plan developed in accordance with clause 45.8.
- 45.8 The Service Provider shall, following receipt of a Step-Out Notice and not less than 20 Working Days prior to the Step-Out Date, develop for the Customer's approval a draft plan relating to the resumption by the Service Provider of the Ordered Software Application Solutions, including any action the Service Provider proposes to take to ensure that the affected Ordered Software Application Solutions satisfy the requirements of the Contract.
- 45.9 If the Customer does not approve the draft plan, it shall inform the Service Provider of its reasons for not approving it and the Service Provider shall then revise the draft plan taking those reasons into account and shall re-submit the revised plan to the Customer for approval. The Customer shall not withhold or delay its approval of the draft plan unreasonably.
- 45.10 The Service Provider shall bear its own costs in connection with any Step-In under this clause 45, provided that the Customer shall reimburse the Service Provider's reasonable additional expenses incurred directly as a result of any Step-In action taken by the Customer under clauses 45.1.2 to 45.1.5 (insofar as the primary cause of the Customer serving the Step In Notice is identified as not being the result of a Service Provider's Default).

For and on behalf of the CUSTOMER

Authorised signatory:

[REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date:

For and on behalf of the SERVICE
PROVIDER

Authorised signatory:

[REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date:

SCHEDULE 2-1

Interpretations

Acceptance Procedures	means the procedure of that name as specified in Schedule 2-5.
Acceptance Test	means a test to be conducted in accordance of the provisions of Schedule 2-5 and "Acceptance Tests" shall be construed accordingly.
Acceptance Test Criteria	means the test criteria specified in Schedule 2-5.
Acceptance Test Period	means the period during which the Acceptance Procedures shall be performed, pursuant to the provisions of Schedule 2-5.
Acquired Rights Directive	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended.
Affected Party	means the party seeking to claim relief in respect of a Force Majeure Event.
Affiliate	means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including subsidiaries that directly or indirectly are controlled by, or are under common control with the SERVICE PROVIDER or its Parent Company.
AM Way:	means the Service Provider's service management approach based on the Service Provider's proprietary technical support processes that are compliant with ITIL V3, CMMi/PCMMi and LEAN and Six Sigma to the extent that such standards are relevant to the Ordered Services.
Application Transition Proposal	means the SERVICE PROVIDER's response to a Request for Transition Services as provided for in Schedule 2 – 7.
AUTHORITY	has the meaning ascribed to it in Recital a) of this Contract.

Average Price	means in relation to the Comparable Services provided by the Comparison Group, the mean average of prices for those Comparable Services as adjusted to produce Equivalent Services Data over the previous twelve (12) month period, or other period as agreed between the CUSTOMER and the SERVICE PROVIDER. (The "mean average price" shall be calculated by aggregating the prices derived from Equivalent Services Data for each of the services and dividing the same by the number instances of Comparable Services).
BACS	means the Banks Automated Clearing System.
BCDR Plan	means the plan consisting of general business continuity and disaster recovery principles, the Business Continuity Plan and Disaster Recovery Plan as further described in paragraph 1.2 of Schedule 2-15.
Breach of Security	<p>means in accordance with the security requirements in Schedule 2 - 16 and the Security Policy, the occurrence of:</p> <ul style="list-style-type: none"> (a) any unauthorised access to or use of the Ordered Software Application Solutions, the CUSTOMER Premises, the Sites, the SERVICE PROVIDER System and/or any ICT, information or data (including the Confidential Information and the CUSTOMER Data) used by the CUSTOMER and/or the SERVICE PROVIDER in connection with this Contract; and/or (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the CUSTOMER Data), including any copies of such information or data, used by the CUSTOMER and/or the SERVICE PROVIDER in connection with this Contract.
Broadly Comparable	<ul style="list-style-type: none"> (a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with either (i) Annex A of New Fair Deal, or (ii) such terms as the Customer agrees, and demonstrated by the issuing of a certificate of broad comparability by the Government Actuary's Department; and (b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, <p>and "Broad Comparability" shall be construed accordingly.</p>

Business Continuity Plan	has the meaning set out in paragraph 1.2.2 of Schedule 2-15.
Catalogue	means the catalogue of Software Application Solutions available for Order which will be produced by the SERVICE PROVIDER within 30 Working Days of a written request from the CUSTOMER
Catalogue Entry	means a Software Application Solution that has been approved by the AUTHORITY and listed in the Catalogue.
CCN Effective Date	has the meaning ascribed to it in paragraph 3.3.1 of Schedule 2-7.
CEDR	means the Centre for Effective Dispute Resolution.
Charges	means the rates and charges set out in Schedule 2-3 or as may be agreed through the application of the Work Order Process as defined in Schedule 2-7.
Charges Variation Procedure	means the procedure for varying the Charges specified in Schedule 2-3.
Civil Service Pension Schemes	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefit Arrangements and (ii) Death Benefit Arrangements; the Civil Service Additional Voluntary Contribution Scheme; the Designated Stakeholder Pension Scheme (which is scheduled to close to new members in September 2018) and "alpha" introduced under the Public Service (Civil Servants and Others) Pensions Regulations 2014.
Code	has the meaning ascribed to it in Clause 19.5 of this Contract.
Commercially Sensitive Information	means the information listed in Schedule 2-10 comprising the information of a commercially sensitive nature relating to the SERVICE PROVIDER, its Intellectual Property Rights or its business or which the SERVICE PROVIDER has indicated to the CUSTOMER that, if disclosed by the CUSTOMER, would cause the SERVICE PROVIDER significant commercial disadvantage or material financial loss.

Confidential Information	means the CUSTOMER Confidential Information and/or the SERVICE PROVIDER Confidential Information.
Contract	Means the clauses of this contract together with the Schedules and annexes to it and any documents referred to in it or attached to it.
ContractChange Note (CCN)	means the contract change note specified in Annex A of Schedule 2-7.
ContractChange Procedure	means the contract change procedure specified in Schedule 2-7 for making changes to this Contract.
Contract Generated Intellectual Property Rights	means any Intellectual Property Rights created by the SERVICE PROVIDER as a result of the performance by the SERVICE PROVIDER of its obligations under this Contract including the Specially Written Software.
Contracting Authority	means a contracting authority as listed in the OJEU Notice or Regulation 3 of the Public Contracts Regulations 2006.
Controller	takes the meaning given in the GDPR.
Copyright	means any and all copyright, design right (as defined by the Copyright Designs and Patents Act 1988
Crown and/or Her Majesty	means Queen Elizabeth II and any successor to Her Majesty
Crown Body	means any department, office or agency of the Crown and "Crown Bodies" shall be construed accordingly.
CUSTOMER Confidential Information	means all Personal Data, CUSTOMER Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the CUSTOMER, including all Intellectual Property Rights, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.

CUSTOMER Data	means (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the SERVICE PROVIDER by or on behalf of the CUSTOMER; or (ii) which the SERVICE PROVIDER is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the CUSTOMER is the Data Controller.
CUSTOMER Furnished Items	means any items issued or otherwise furnished in connection with this Contract by or on behalf of the CUSTOMER.
CUSTOMER Premises	means premises owned, controlled or occupied by the CUSTOMER or any Crown Body which are made available for use by the SERVICE PROVIDER or its Sub-Contractors for provision of Ordered Software Application Solutions (or any of them) on the terms set out in this Contract or any separate agreement or licence.
CUSTOMER System	means the CUSTOMER's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the CUSTOMER or the SERVICE PROVIDER in connection with this Contract which is owned by or licensed to the CUSTOMER by a third party and which interfaces with the SERVICE PROVIDER System or which is necessary for the CUSTOMER to receive the Ordered Software Application Solutions.
Customer Test Manager	means Dhiren Verkaria or such other person as may be appointed by the CUSTOMER from time to time.
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the SERVICE PROVIDER under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
DPA 2018	Data Protection Act 2018.
Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Protection Legislation	<ul style="list-style-type: none"> (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.
Data Protection Officer	takes the meaning given in the GDPR.
Data Subject	takes the meaning given in the GDPR.
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
Days	means calendar days.
Decommissioning	means any reduction in the number of Ordered Software Application Solutions requested by the CUSTOMER in accordance with this Agreement.
Default	means any breach of the obligations of any party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of any party, it's employees, agents or Sub-Contractors in connection with or in relation to the subject matter of this Contract and in respect of which such party is liable to the other.
Disaster	means the occurrence of one or more events which, either separately or cumulatively, mean that the Ordered Software Application Solutions, or a material part of it will be unavailable for a period the duration of which is as agreed between the parties in the Application Transition Proposal or which is reasonably anticipated will mean that the Ordered Software Application Solutions or a material part will be unavailable for that period.
Disaster Recovery	means the process of restoration of the Ordered Software Application Solutions by the provision of the Disaster Recovery Services.
Disaster Recovery Plan	has the meaning set out in paragraph 1.2.3 of Schedule 2-15.
Disaster Recovery Services	means the disaster recovery and/or business continuity services (as the context may require) to be provided by the SERVICE PROVIDER pursuant to Schedule 2-15.

Disaster Recovery Systems	means the system identified by the SERVICE PROVIDER in the SERVICE PROVIDER Solution which shall be used for the purpose of delivering the Disaster Recovery Service.
Effective Date	means the date on which this Contract is signed by both parties.
Employee Liabilities	means all claims, including claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race or disability discrimination or discrimination on the grounds of religion, belief or sexual orientation or claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims whether in tort, contract or statute or otherwise, demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equal Opportunities Commission, the Disability Rights Commission, or the Commission for Racial Equality or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation), and any expenses and legal costs on an indemnity basis.
Environmental Information Regulations	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations.
Exit and Service Transfer Arrangements	means the arrangements set out in Schedule 2-11 which shall apply in the event of the expiry or termination (howsoever arising) of this Contract.
Fair Deal	the Fair Deal guidance issued by the HM Treasury including, as appropriate: (a) "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (b) "Fair Deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; (c) "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013; and (d) any amendments to those documents immediately prior to the Service Transfer.

Fair Deal Employee	means those In Scope Employees who: (a) originally transferred from employment with a public sector employer pursuant to a relevant transfer under TUPE (or the predecessor legislation to TUPE); (b) were once eligible to participate in the Civil Service Pension Schemes; (c) remain in employment relating to the provision of services to which that relevant transfer applied; and at the Service Commencement Date participate in the SERVICE PROVIDER'S Scheme.
Financial Representative	means a reasonably skilled and experienced member of the Supplier's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Statement.
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation.
Force Majeure Event	has the meaning ascribed to it in Clause 36.1 of this Contract.
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679)
General Principles	has the meaning ascribed to it in paragraph 1.2.1 of Schedule 2-15.
Good Industry Practice	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
Good Value	means that: (i) the Charges attributable to a Benchmarked Service are, having taken into account the Service Levels, less than or equal to the Average Price and (ii) any Service Levels attributable to Benchmarked Services are, having taken into account the Charges, equal to or greater than the mean average service levels for Comparable Services as adjusted using Equivalent Services Data.

Goods	means any goods used in the provision of the Software Application Solutions including hardware and software. Such goods may have been provided by the SERVICE PROVIDER, the CUSTOMER, a lessor or another third party. When a specific item of goods is the subject of an Order by a Customer, it will be referred to in the ensuing Contract as Ordered Goods.
ICT Environment	means the CUSTOMER System and the SERVICE PROVIDER System.
Implementation Plan	means the plan produced by the SERVICE PROVIDER in response to an RFQ and/or RFTS initiated by the CUSTOMER in accordance with the provisions of Schedule 2-7.
Indexing	has the meaning ascribed to it in Schedule 2-3.
Information	has the meaning given under section 84 of the Freedom of Information Act 2000.
Intellectual Property Rights	means patents, patent applications, trade marks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom).
Invoicing Procedure	means the procedure by which the SERVICE PROVIDER invoices the CUSTOMER, as set out in Schedule 2-4.
ISMS	means the Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the parties and will directly reflect the scope of the Ordered Software Application Solutions.
Law	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of Court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body including the Security Policy Framework, the Code and the Workforce Code.
LED	means the Law Enforcement Directive (Directive (EU) 2016/680)

Malicious Software	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Materials	has the meaning ascribed to it in Clause 17.9 of this Contract.
Mediator	has the meaning ascribed to it in Schedule 2-9.
Milestone Achievement Certificate	An email issued by the CUSTOMER when a Milestone Deliverable has been met in the form or substantially in the form of Schedule 2 – 5 Annex 1 Appendix 1
Model Contract	means the model contract for software application solutions (version 9.0) published by the AUTHORITY on its website.
New Employees	means those new employees recruited by the SERVICE PROVIDER after the commencement of the Ordered Software Application Solutions by the SERVICE PROVIDER with the intention for those employees to work wholly or mainly on the provision of the Ordered Software Application Solutions and “New Employee” means any one of them.
Notice of Arbitration	means the formal notice from the SERVICE PROVIDER or the CUSTOMER to the other party referring a dispute to arbitration in accordance with the provisions of Schedule 2-9.
OAT	means Operational Acceptance Testing which is to confirm that the Application(s) can be supported effectively and efficiently in the live environment. It is expected that DfE Subject Matter Experts will be involved in UAT.
Open Book Statement	has the meaning ascribed to it in paragraph 7 of Annex A to Schedule 2-3.
Open Source Ordered Software	means the open software source listed in Schedule 2-17.
Order	means an order for Software Application Solutions served by the CUSTOMER on the SERVICE PROVIDER.
Ordered Goods	means a Catalogue Entry for Goods selected by the CUSTOMER and included in Schedule 2-2 of this Contract pursuant to an Order.

OrderedSoftware Application Solutions	means a Catalogue Entry for Software Application Solutions selected by the Customer and included in Schedule 2-2 of this Contract pursuant to an Order.
Outgoing Service Provider	means the party providing services to the CUSTOMER similar or the same as the Ordered Software Application Solutions provided under this Contract and which is being replaced by the SERVICE PROVIDER.
Parent Company	means any company which is the ultimate Holding Company of the SERVICE PROVIDER or any other company of which the ultimate Holding Company of the SERVICE PROVIDER is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the SERVICE PROVIDER or which is engaged in the same or similar business to the SERVICE PROVIDER. The term "Holding Company" shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto.
Payment Profile	means the profile of payments to be made by the CUSTOMER to the SERVICE PROVIDER under the terms of this Contract as set out in Schedule 2-3.
Persistent Breach	means the SERVICE PROVIDER is in any breach of this Contract or any part thereof continuously for twenty (20) Working Days or more.
Personal Data	takes the meaning given in the GDPR.
Personal Data Breach	takes the meaning in the GDPR.
Pre-Existing Intellectual Property Rights	means any Intellectual Property Rights vested in or licensed to: a) the SERVICE PROVIDER prior to or independently of the performance by the SERVICE PROVIDER of its obligations under this Contract; and b) the CUSTOMER prior to or independently of the performance by the CUSTOMER of its obligations under this Contract.
Private Authority	means a commercial organisation to whom service provision has been outsourced by a Contracting Authority, which assumes the role and responsibilities of the CUSTOMER under a Contract.

Processing	takes the meaning in the GDPR.
Processor	takes the meaning in the GDPR.
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
Protectively Marked	has the meaning as set out in the Security Policy Framework.
Quarter	means a three (3) month period beginning on 1 st January, 1 st April, 1 st July or 1 st October. The term “Quarterly” shall be similarly construed.
Redundancy Costs	shall mean the costs identified in the column header “total costs to Capgemini” set out in Annex A of Schedule 2-11 in respect of each In-Scope Employee.
Regulatory Bodies	means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the CUSTOMER and “Regulatory Body” shall be construed accordingly.
Related Service Provider	means any person who provides services to the CUSTOMER in relation to the CUSTOMER’s project from time to time
Release	Has the meaning set out in Annex 1 of Schedule 2 – 5.
Relevant Transfer	means a transfer of employment to which TUPE applies or is treated as applying.
Reports	means reports submitted by the SERVICE PROVIDER to the CUSTOMER as specified in Schedule 2-6.
Requests for Information	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

Request for Quote RFQ	Means the document and process as described in Schedule 2-7.
Request for Transition Services (RFTS)	Means the document and process as described in Schedule 2-7.
Review Report	has the meaning ascribed to it in paragraph 6.2 of Schedule 2-15.
Security Management Plan	means the SERVICE PROVIDER's security plan prepared pursuant to paragraph 3 of Schedule 2-16, an outline of which is set out in Annex B of Schedule 2-16.
Security Policy	means the CUSTOMER's security policy annexed to Schedule 2-16, as updated from time to time.
Security Policy Framework	means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division).
Security Tests	has the meaning ascribed to it in paragraph 4.1 of Schedule 2-16.
Service Commencement Date	means the date of commencement of the provision of the Ordered Software Application Solutions by the SERVICE PROVIDER in accordance with the Order.
Service Credits	means the service credits specified in Schedule 2-2 which shall be payable to the CUSTOMER by the SERVICE PROVIDER in the event that the Service Levels are not met in respect of Ordered Software Application Solutions.
Service Desk	means the service desk provided by the CUSTOMER
Service Failure	means any occasion where the SERVICE PROVIDER fails to meet a Service Level
Service Levels	means the levels of service defined in Schedule 2-2.

SERVICE PROVIDER Confidential Information	means any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the SERVICE PROVIDER, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.
SERVICE PROVIDER Equipment	means the hardware, computer and telecoms devices and equipment supplied by the SERVICE PROVIDER or its Sub-Contractors (but not hired, leased or loaned from the CUSTOMER) for the provision of the Ordered Software Application Solutions.
SERVICE PROVIDER Personnel	means all employees, agents, consultants and contractors of the SERVICE PROVIDER and/or of any Sub-Contractor.
SERVICE PROVIDER Proposals	has the meaning ascribed to it in paragraph 6.2.3 of Schedule 2-15.
SERVICE PROVIDER Scheme	the Capgemini UK (2004) Pension Plan – DfEE Xansa Section.
SERVICE PROVIDER Software	means the proprietary software of the SERVICE PROVIDER as set out in an Order and incorporated within Schedule 2-17.
SERVICE PROVIDER Solution	means the SERVICE PROVIDER's solution to the CUSTOMER's requirements as set out in Annex B of Schedule 2-2.
SERVICE PROVIDER System	means the information and communications technology system used by the SERVICE PROVIDER in providing the Ordered Software Application Solutions including the Software (excluding Specifically Written Software), the SERVICE PROVIDER Equipment and related cabling (but excluding the CUSTOMER System).
Service Transfer	means any transfer of the Ordered Software Application Solutions (or any part of the Ordered Software Application Solutions), for whatever reason, from the SERVICE PROVIDER or any Sub- Contractor to the CUSTOMER or to a replacement service provider.

Service Transfer Date	means the date of a Service Transfer.
Service Transfer Plan (STP)	means the plan produced in accordance with paragraph 3 of Schedule 2-11 by the SERVICE PROVIDER to be agreed by the CUSTOMER to facilitate any transfer of the Ordered Software Application Solutions (or any part of the Ordered Software Application Solutions), for whatever reason, from the SERVICE PROVIDER or any Sub-Contractor to the CUSTOMER or to a replacement service provider.
Sites	means any premises from which Ordered Software Application Solutions are provided or from which the SERVICE PROVIDER manages, organises or otherwise directs the provision or the use of Ordered Software Application Solutions or where any part of the SERVICE PROVIDER System is situated or where any physical interface with the CUSTOMER System takes place.
Software	means any Specially Written Software, SERVICE PROVIDER Software and Third Party Software.
Software Application Solutions	means the software application solutions specified in the Catalogue that the SERVICE PROVIDER shall make available to Customers. Such software application solutions may also include the provision of Goods. When a specific software application solution (and any Goods) is the subject of an Order by a Customer, it will be referred to in the ensuing Contract as Ordered Software Application Solution.
Software Application Solutions Contract Manager	means Kevin Hall of the CUSTOMER and Gary Popple of the SERVICE PROVIDER or such other person(s) as may be appointed by the Parties from time to time.
SOR	Means the Customer's Statement of Requirements as contained in Annex A of Schedule 2 - 2
Specially Written Software	means any software created by the SERVICE PROVIDER (or by a third party on behalf of the SERVICE PROVIDER, including by any Sub-Contractor) specifically for the purposes of this Contract.

Staff Vetting Procedures	means the CUSTOMER's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989.
Staffing Information	means written information about each of the SERVICE PROVIDER's or its subcontractor's staff as referred to in Schedule 2-11 including in particular: the percentage of working time spent by each of them in the provision of the services; job title, remuneration (meaning salary and benefits and any enhanced redundancy terms), age, length of service, notice period, particulars of employment in accordance with section 1 of the Employment Rights Act 1996, the applicability of any collective agreement to such staff, any disciplinary action taken against any of them in the preceding two (2) years, details of any grievances raised by any of them in the preceding two (2) years, any Court or employment tribunal proceedings brought by any of them in the preceding two (2) years, any potential proceedings which the SERVICE PROVIDER's or its subcontractor reasonably considers may be raised by any of them, and information about any of them who have been absent from work for one (1) month or more regardless of the reason at the time the staffing information is requested.
Standard and Regulations	means the standards and regulations as set out in Schedule 2-12 with which the SERVICE PROVIDER shall comply in the provision of the Ordered Software Application Solutions and its responsibilities and obligations hereunder.
Sub-Contractor	means any supplier selected, appointed and managed by the SERVICE PROVIDER in accordance with the provisions of Schedule 2-8, including the Sub-Contractors specified in Schedule 2-8. The terms "Sub-Contract" and "Sub-Contracting" shall be similarly construed.
Sub-Processor	any third Party appointed to process Personal Data on behalf of the SERVICE PROVIDER related to this Contract.
Support Desk	Means the support desk provided by the SERVICE PROVIDER
Systems Register	means the register of systems as set out in Annex 1 of Schedule 2 -5.

Term	means the term of this Contract as set out in Clause 10.1 of this Contract, subject to early termination (howsoever arising) pursuant to Clause 10.
Termination Charge	has the meaning ascribed to it in Schedule 2-3 Annex A
Termination Events	means each of the events specified in Clause 10.3 of this Contract.
Test Defect	has the meaning ascribed to it in Schedule 2 – 5 Annex 2
Test Defect Management Log	has the meaning ascribed to it in Schedule 2 – 5 Annex 2
Test Incident	has the meaning ascribed to it in Schedule 2 – 5 Annex 2
Test Plan	has the meaning ascribed to it in Schedule 2 – 5 Annex 2
Test Report	has the meaning ascribed to it in Schedule 2 – 5 Annex 2
Test Specification	has the meaning ascribed to it in Schedule 2 – 5 Annex 2
Test Strategy	has the meaning ascribed to it in Schedule 2 – 5 Annex 2
Test Success Certificate	has the meaning ascribed to it in Schedule 2 – 5 Annex 2
Test Witness	has the meaning ascribed to it in Schedule 2 – 5 Annex 2
Third Party Software	means software which is proprietary to any third party other than an Affiliate of the SERVICE PROVIDER which is or will be used by the SERVICE PROVIDER for the purposes of providing the Ordered Software Application Solutions, including the software specified as such in Schedule 2-2.
Transferring Service Provider Employees	has the meaning ascribed to it in Schedule 2-11 (Exit and Service Transfer Arrangements).
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive.

UAT	Means User Acceptance Testing which is to confirm that the user experience following transition will be at least as good as prior to transition. It is expected that CUSTOMER subject matter experts will be involved in UAT.
Upper Quartile	that based on an analysis of Equivalent Services Data, the Charges for the Benchmarked Services, as compared to the range of prices for Comparable Services, are within the top 25% in terms of best value for money or the recipients of Comparable Services.
Value Added Tax	means value added tax as provided for in the Value Added Tax Act 1994 and any other applicable sales tax.
Working Days	means Monday to Friday inclusive, excluding English public and bank holidays.
Year	means a period of twelve (12) months.

SCHEDULE 2-2

THE ORDERED SOFTWARE APPLICATION SOLUTIONS, SERVICE LEVELS, SERVICE CREDITS AND IMPLEMENTATION PLAN

1. INTRODUCTION

1.1 This Schedule specifies:

- 1.1.1 the Ordered Software Application Solutions;
- 1.1.2 the Service Levels applicable to each of the Ordered Software Application Solutions;
- 1.1.3 the Service Credits applicable where Service Levels are not met; and
- 1.1.4 the Implementation Plan

2. THE ORDERED SOFTWARE APPLICATION SOLUTIONS

2.1 Shall comprise the services within the scope of the Customer's Statement of Requirements (the SOR) and Service Provider's Response (the Response), as may from time to time be Ordered by the Customer by means of an Order.

2.1.1 The Customer's SOR is composed of:

- (a) Statement of Requirements v1.0 (Schedule 2-2 Annex A).

2.1.2 The Service Provider's Response is composed of:

- (a) The Service Provider's Technical Response (Schedule 2-2 Annex B)

2.2 As at the effective date the services comprising the Ordered Software Application Solutions are as specified in the CUSTOMER's Order reference ICT2018-033.

2.3 At any time during the period of the contract the Customer may use the work order process as detailed in Schedule 2-7 to add, amend or remove services from the scope of the Ordered Software Application Solutions to the extent that such services were within the scope of the Customer's SOR.

3. SERVICE LEVELS

3.1 As specified in sections 5.2 and 5.18 of the CUSTOMER's SOR and as may be amended from time to time through the work order process as detailed in Schedule 2-7. For ease of reference the detail is set out in Tables 1 and 2 and otherwise within this section 3

3.2 Table 1 – Fault reaction times

Call Classification	Call Type	Target from Start of Ordered Software Application Solutions	Measurement method
KPI: Faults reacted to within the agreed Target Reaction Time			
Service level: 95% of all Severity 1 and Severity 2 Reacted upon within Target Reaction Time.			
Severity 1	A fault which:	• Gold – 30 minutes	Measured by CUSTOMER's service desk tool

Call Classification	Call Type	Target from Start of Ordered Software Application Solutions	Measurement method
	<p>prevents a significant number of end users from working and where no workaround exists;</p> <p>has a critical impact on the ability of the service consumer to carry out its statutory obligations;</p> <p>causes major financial loss the service consumer;</p> <p>results in material loss or corruption of any service consumer data.</p>	<ul style="list-style-type: none"> • Silver – 1 hour • Bronze – 2 hours 	<p>based on captured fault data from the time that the call was assigned to the SERVICE PROVIDER to the time that the SERVICE PROVIDER responded to the call.</p>
Severity 2	<p>A fault which:</p> <p>prevents a group of end users from working and where no workaround exists;</p> <p>has a major (but not critical) adverse impact on the activities of the service consumer;</p> <p>causes some financial loss to the service consumer.</p>	<ul style="list-style-type: none"> • Gold – 1 hour • Silver – 2.5 hours • Bronze – 4 hours 	<p>Measured by CUSTOMER's service desk tool based on captured fault data from the time that the call was assigned to the SERVICE PROVIDER to the time that the SERVICE PROVIDER responded to the call.</p>
Severity 3	<p>A fault which:</p> <p>prevents one or more end users from working and where no</p>	<ul style="list-style-type: none"> • Gold – 3 hours • Silver – 9 hours 	<p>Measured by CUSTOMER's service desk tool based on captured fault data from the time that the call was</p>

Call Classification	Call Type	Target from Start of Ordered Software Application Solutions	Measurement method
	workaround exists; has a moderate adverse impact on the activities of the service consumer.	<ul style="list-style-type: none"> Bronze – 18 hours 	assigned to the SERVICE PROVIDER to the time that the SERVICE PROVIDER responded to the call.
Severity 4	A Fault which: causes a minor adverse impact on the provision of the service to end users.	<ul style="list-style-type: none"> Gold – 3 hours Silver – 16 hours Bronze – 40 hours 	Measured by CUSTOMER's service desk tool based on captured fault data from the time that the call was assigned to the SERVICE PROVIDER to the time that the SERVICE PROVIDER responded to the call.

3.3 Resolution Times

3.3.1 The times for target Resolution are measured within Core Hours and exclude any causes or delays in resolution that are not within the SERVICE PROVIDER's control.

3.3.2 Table 2 Fault Resolution Times

Call Classification	Call Type	Target from Start of Ordered Software Application Solutions service	Measurement method
KPI: Faults Resolved within the agreed Target Fix Time			
Service level: 95% of all Severity 1 and Severity 2 resolved within Target Fix Time.			
Exclusions: <ol style="list-style-type: none"> If a call is Assigned another resolver group or third party to resolve which is not the responsibility of the SERVICE PROVIDER, a "stop the clock" principle time will operate on the measurement of call Resolution time, whereby any elapsed time as recorded on the CUSTOMER's ticketing system where the call has been Assigned another resolver group or third party to assess and/or resolve will be excluded from such measurement. In the event that the SERVICE PROVIDER was found to have erroneously assigned the issue to another resolver group or third party the clock would be re-started at the point it was stopped. In order for this service level to be realistically achievable when the volume of calls for S1 and S2 are low, it is necessary to make the following adjustments to the 			

<p>calculation to allow for the failure of a small number of calls without disproportionately impacting the service level attainment:</p> <ul style="list-style-type: none"> ○ The Service Level for both S1 and S2 calls shall only be considered to have not been met if the number of Resolutions failing to meet or exceed the Service Level target is higher than the greater of; ○ 1 call; or ○ 5% of the number of calls that month. <p>For example:</p> <ul style="list-style-type: none"> ○ If there were 5 S1 calls then as 1 call is the greater of 1 and 0.25 (5%) calls so one call is allowed to breach before the service level is not met ○ If there were 20 S2 calls then 1 call is the same as 5% so one call is allowed to breach before the Service Level is considered to have not been met ○ If there were 40 S2 calls, then 2 (5%) is greater than 1 so up to 2 calls are allowed to breach before the service level is considered to have not been met. ○ 			
Severity 1	<p>A Fault which:</p> <p>prevents a significant number of end users from working and where no workaround exists;</p> <p>has a critical impact on the ability of the Service Consumer to carry out its statutory obligations;</p> <p>causes major financial loss the Service Consumer;</p> <p>results in material loss or corruption of any Service Consumer data.</p>	<ul style="list-style-type: none"> • Gold – 2 hours • Silver – 5 hours • Bronze – 10 hours 	<p>Measured by CUSTOMER's service desk tool based on captured fault data from the time that the call was logged to the time that the call was resolved.</p>
Severity 2	<p>A Fault which:</p> <p>prevents a group of end users from working and where no workaround exists;</p>	<ul style="list-style-type: none"> • Gold – 7 hours • Silver – 11 hours 	<p>Measured by CUSTOMER's service desk tool based on captured fault data from the time that the call was logged to the time that the call was resolved.</p>

	<p>has a major (but not critical) adverse impact on the activities of the Service Consumer;</p> <p>causes some financial loss to the Service Consumer.</p>	<ul style="list-style-type: none"> • Bronze – 20 hours 	
Service level: 90% of all Severity 3 and Severity 4 resolved within Target Fix Time.			
Exclusions: <ol style="list-style-type: none"> 1. If a call is Assigned another resolver group or third party to resolve which is not the responsibility of the SERVICE PROVIDER, a “stop the clock” principle time will operate on the measurement of call Resolution time, whereby any elapsed time as recorded on the CUSTOMER’s ticketing system where the call has been Assigned another resolver group or third party to assess and/or resolve will be excluded from such measurement. In the event that the SERVICE PROVIDER was found to have erroneously assigned the issue to another resolver group or third party the clock would be re-started at the point it was stopped. 			
Severity 3	<p>A Fault which:</p> <p>prevents one or more end users from working and where no workaround exists;</p> <p>has a moderate adverse impact on the activities of the Service Consumer.</p>	<ul style="list-style-type: none"> • Gold – 15 hours • Silver – 28 hours • Bronze – 40 hours 	<p>Measured by CUSTOMER’s service desk tool based on captured fault data from the time that the call was logged to the time that the call was resolved.</p>
Severity 4	<p>A Fault which:</p> <p>causes a minor adverse impact on the provision of the service to end users.</p>	<ul style="list-style-type: none"> • Gold – 15 hours • Silver – 45 hours • Bronze – Target Fix Time agreed with user 	<p>Measured by CUSTOMER’s service desk tool based on captured fault data from the time that the call was logged to the time that the call was resolved.</p>

The SERVICE PROVIDER shall update the Customer on the status of faults and of actions being taken every 30 minutes for a Severity 1 fault and every 60 minutes for a Severity 2 fault

- 3.4 The Service Provider shall provide a Support Desk and the Support Desk shall accept and log Service requests from the Service Desk, including password resets, enabling or disabling of application access:

3.4.1 The Support Desk shall:

- (a) be available during the hours of 9am-5pm Monday – Friday (Core Hours);
- (b) Incidents to be acknowledged within 5 minutes; and
- (c) respond to any email within 5 minutes.

3.4.2 The Service Provider shall either complete or acknowledge all Service Requests within 24 hours. If the request is only acknowledged this must be accompanied with a response describing how long the Service Request will take and why it will take the time proposed.

4. SERVICE CREDITS

- 4.1 As at the Effective Date Service Credits shall only apply in relation to the Service Levels identified in Tables 1 and 2 of Section 3 of this Schedule 2 – 2.
- 4.2 The Service Provider shall monitor and report on its performance in relation to all Service Levels and where in the opinion of the CUSTOMER there has been a persistent breach of a service level by the Service Provider which is not already covered by the Service Credit regime as contained within this section 4, the CUSTOMER shall have the right to introduce through a contract change, initiated in accordance with the provisions of Schedule 2 – 7, a Service Credit regime in relation to that Service Level.
- 4.3 In the event that the SERVICE PROVIDER'S performance against a Service Level constitutes a Service Failure, Service Credits shall accrue in the amount(s) listed in column 4 of Table 3 below (Service Credits) at the rates detailed in column 3 (Stages at which the Service Points Accrue).

Table 3 – Service Credit values payable

Column 1	Column 2	Column 3	Column 4
Service Level Name	Service Level Requirement	Stages at which the Service Credits Accrue	Service Credits
Gold Application A	99.95%	Every 0.1% or part thereof below	0.5% Gold Application A Management Service Charge
Gold Application B	99.95%	Every 0.1% or part thereof below	0.5% Gold Application B Management Service Charge
Silver Applications (Core Hours)	99.90%	Every 0.1% or part thereof below	0.5% Total Silver Applications Management Service Charge

Silver Applications (Outside Core Hours)	99.50%	Every 0.25% or part thereof below	0.5% Total Silver Applications Management Service Charge
Bronze Applications (Core Hours)	99.50%	Every 0.25% or part thereof below	0.5% Total Bronze Applications Management Service Charge
Bronze Applications (Outside Core Hours)	95.00%	Every 0.50% or part thereof below	0.5% Total Bronze Applications Management Service Charge

4.4 Service Levels will be measured on a 4 week rolling basis.

4.4.1 The availability of the service, measured per application over any rolling 4 week period, shall be at least:

- (a) 99.95% during at all times for Gold Services;
- (b) 99.90% during Core Hours and 99.5% at all other times for Silver Services;
- (c) 99.50% during Core Hours and 95% at all other times for Bronze Services.

4.4.2 Actual Availability levels achieved will be reported to the CUSTOMER by the SERVICE PROVIDER on a weekly basis and Service Credits will be applied as below:

- (a) Gold Level Applications will be measured and Service Credits applied individually;
- (b) Silver Level Applications will be measured and Service Credits applied as a group;
- (c) Bronze Level Applications will be measured and Service Credits Applied as a group.

4.4.3 The CUSTOMER reserves the right to measure all applications individually. Where the CUSTOMER has concerns about the availability of a particular application in the Silver or Bronze categories, the CUSTOMER may at their discretion remove the application from the relevant group category and require the application to be measured individually.

4.4.4 Service Credits will be calculated on a weekly basis (at a maximum of 10% of the aggregate value of the Ordered Application Management Services payable for that period). All Service Credits accrued shall be applied as a discount against the value of the following calendar month's Application Management Service charge.

5. IMPLEMENTATION PLAN

5.1 An Implementation Plan and any subsequent amendments thereto shall be produced by the SERVICE PROVIDER in response to an RFQ and/or RFTS initiated by the CUSTOMER in accordance with the provisions of Schedule 2-7.

Schedule 2-2 Annex A

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3. General Requirements (Not Used)

4. APPLICATION TRANSITION SERVICES

4.1 Overview

4.1.1	M	The CUSTOMER requires that the SERVICE PROVIDER shall offer a transition service whereby applications are transitioned into service.
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4.2 Application Transition Process

4.3 Application Transition Discovery

4.3.2	M	<p>Information to be gathered during application transition discovery shall include, for each application:</p> <ul style="list-style-type: none">a. user base and locations;b. key user requirements / documentation;c. business lifecycles;d. application details;<ul style="list-style-type: none">1. supplier details;2. security documentation and assurance status;3. minimum platform and/or infrastructure requirements;4. details of interfaces and dependencies.e. support arrangements and details of any associated service desk scripts, etc.
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4.3.3	M	The level of detail captured during application transition discovery must be sufficient to enable the SERVICE PROVIDER, or subsequent service providers, to transition and manage the application(s).
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4.4 Application Transition Design

4.4.2	M	The application transition proposal shall include as a minimum:
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		<ul style="list-style-type: none"> a. an executive summary identifying the timescale for transition using the approach proposed and the associated costs for Transition and Application Management; b. an overview of the information obtained during the discovery process, sufficient to provide a background to the rest of the application transition proposal; c. approach to transition and management, covering: <ul style="list-style-type: none"> 1. IaaS hosting approach (i.e. what CUSTOMER IaaS services will be used) by reference to IaaS Product Descriptions; 2. information assurance considerations, including whether: <ul style="list-style-type: none"> i. assurance documentation needs to be developed; ii. changes to the CUSTOMER IaaS assurance documents are likely to be required. 3. service management and service levels to be adopted when the application has been transitioned (including details of the post implementation support); 4. build; 5. data migration; 6. test and acceptance; 7. deployment to live running; d. project management aspects including: <ul style="list-style-type: none"> 1. tasks, timescales and milestones; 2. risks, issues, assumptions and associated mitigations; e. dependencies upon the CUSTOMER's existing suppliers; f. costs, including man-days, of: <ul style="list-style-type: none"> 1. Application transition, including all costs associated with the transition of the application(s) to the live environment; 2. Application operation and management once the application(s) has been transitioned to live; g. annexes providing: <ul style="list-style-type: none"> 1. detailed information gathered during application discovery transition activity; 2. specification of services required from other towers for transition and subsequent operation and management.
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4.4.3	M	Where an application could be transitioned using different IaaS services, the Application Transition Proposal must justify the selection of the approach recommended or provided costed options.
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4.4.4	M	The SERVICE PROVIDER shall verify that following transition the application(s) shall continue to support the required number of users working across any combination of CUSTOMER sites and using mobile and home based clients, and, where appropriate, access from members of the public or such other users as may be required by the CUSTOMER.
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4.4.5	M	The SERVICE PROVIDER shall ensure that the Application Transition Proposal takes into account peak and critical periods in the CUSTOMER business cycle (including Executive Agencies) to reduce business continuity risks during the transition.
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4.4.6	M	The SERVICE PROVIDER shall ensure that the Application Transition Proposal takes into account the exit requirements of legacy service provider contracts.
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4.5 Application Transition Build

4.5.1	M	The SERVICE PROVIDER shall carry out the build in accordance with the agreed application transition proposal.
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4.5.2	M	The SERVICE PROVIDER shall utilise the CUSTOMER's IaaS service provider's services to provide build environments, wherever possible, unless otherwise directed by the CUSTOMER.
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4.5.3	M	The SERVICE PROVIDER shall be responsible for all aspects of system integration that are proposed within their solution.
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4.6 Application Transition Test

4.6.1	M	The SERVICE PROVIDER shall carry out testing in accordance with the agreed Application Transition Proposal.
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4.6.2	M	The SERVICE PROVIDER shall utilise the CUSTOMER's IaaS service provider's services to provide test environments, wherever possible, unless otherwise directed by the CUSTOMER .
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4.6.3	M	<p>Application transition Testing shall as a minimum include; unless specified by the Customer:</p> <ul style="list-style-type: none"> a. integration testing of functional and non-functional requirements, to confirm the correct integration of the application(s) with interfacing systems; b. User acceptance testing (UAT) in a Customer live-like environment, to confirm that the user experience following transition will be at least as good as prior to transition; c. performance testing, to confirm that the level of performance following transition will be at least as good as that prior to transition; d. Operational acceptance testing (OAT), to confirm that the application(s) can be supported effectively and efficiently in the live environment.
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4.6.4	M	The SERVICE PROVIDER shall provide draft test documentation for review by the CUSTOMER at least two weeks prior to the scheduled start of any testing.
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4.6.5	M	The SERVICE PROVIDER shall take full responsibility for the test program, including liaison with third parties.
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4.6.6	M	The SERVICE PROVIDER shall allow the CUSTOMER to witness any testing as the CUSTOMER requires.
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4.7 Application Transition Security

4.7.2	M	The SERVICE PROVIDER shall prepare any necessary security documentation specific to individual applications as they are transitioned into the CUSTOMER . These will be treated as application specific assurance documents and annexes to the core assurance documents developed by the CUSTOMER . Documentation will be in line with the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM) .
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4.7.3	M	The SERVICE PROVIDER shall provide the assurance documentation to the CUSTOMER to enable them to readily establish end-to-end accreditation of application in line the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM)
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4.7.4	M	If the SERVICE PROVIDER identifies any application specific features which require changes to the underpinning CUSTOMER's IaaS assurance documentation, then the SERVICE PROVIDER must bring them to the attention of the CUSTOMER at the earliest opportunity.
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4.8 Application Transition Data Migration

4.8.1	M	The SERVICE PROVIDER shall carry out data migration in accordance with the agreed application transition proposal.
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4.8.2	M	<p>The scope of data migration shall include:</p> <ul style="list-style-type: none"> a. user data; b. user account data and associated privileges; c. current business data; d. archived data as specified within the Application Transition Proposal
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4.9 Application Transition Deployment

4.9.4	M	The SERVICE PROVIDER shall carry out deployment in accordance with the agreed application transition proposal.
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4.9.5	M	The deployment process shall be capable of being reversed with minimum disruption to services.
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4.10 Application Transition Management

4.10.1	M	The SERVICE PROVIDER shall appoint a project manager to be responsible for each transition project.
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4.10.2	M	The SERVICE PROVIDER's project manager shall not be changed during a transition project without the prior agreement of the CUSTOMER, such agreement not to be unreasonably withheld.
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4.10.3	M	The SERVICE PROVIDER's project manager shall use a recognised project management methodology to deliver the transition to the new Ordered Software Applications Solutions.
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4.10.4	M	The SERVICE PROVIDER shall ensure that the transition plan and risk and issues registers are kept up-to-date throughout the transition on at least a weekly basis, and as required by the CUSTOMER.
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4.10.5	M	If specified by the CUSTOMER the SERVICE PROVIDER's Project Manager shall meet with the CUSTOMER's nominated Project Manager at least once every two weeks from the start of the Transition Project until the time at which the Transition is completed successfully.
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4.10.6	M	<p>If specified by the CUSTOMER the SERVICE PROVIDER'S project manager shall provide written progress reports to the CUSTOMER's project manager at least two (2) Working Days before each progress meeting. The progress reports shall as a minimum include:</p> <ul style="list-style-type: none"> a. details of any tasks or deliverables that are behind schedule; b. details of major activities over the period since the last progress meeting; c. details of significant planned activities over the period until the next progress meeting; d. an update to the transition plans identifying the status of all major activities and deliverables; e. an update to the risks and issues register; f. where appropriate, details of any new actions being taken to mitigate risks or issues to closure.
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4.11 General Application Transition requirements

4.11.1	M	The SERVICE PROVIDER shall use reasonable endeavours to achieve that any Application Transition causes:
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		<p>a. minimum disruption to CUSTOMER staff, Users and the public, and business processes during the transition;</p> <p>b. no loss of data during the transition to the new Services.</p>
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4.11.2	M	The SERVICE PROVIDER shall make arrangements with the CUSTOMER or other CUSTOMER providers for access to sites prior to visits.
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5. APPLICATION MANAGEMENT SERVICE

5.1 Overview

5.1.3	M	The SERVICE PROVIDER shall apply an ITIL® based approach to service management and work with the CUSTOMER and its internal IaaS and Service Management teams to establish clear interfaces (procedural and technical).
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5.1.4	M	<p>The SERVICE PROVIDER shall provide an application management service for the agreed applications which shall consist of:</p> <ul style="list-style-type: none"> a. Second line application management services; b. Service governance; c. Service management and reporting; d. Operations services; e. Problem management services; f. Capacity management services; g. Security management services; h. Availability management services; i. Asset and configuration management services; j. Continuity management and application disaster recovery services; k. Release and deployment management services; l. Test management services; m. Service quality management services; n. Change management.
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5.1.5	M	<p>The SERVICE PROVIDER shall maintain and support the in scope applications. This shall include but may not be limited to:</p> <ul style="list-style-type: none"> a. preventative maintenance activities; b. application software upgrades; c. corrective maintenance, i.e. returning the applications to operating in accordance with the original specifications; d. configuration management.
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5.1.6	M	The SERVICE PROVIDER is required to be competent across a broad range of capabilities in a large number of operating systems, databases, middleware, platforms and application types.
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5.1.7	M	The SERVICE PROVIDER shall support, operate, maintain and make the required applications available to users that are authorised to access them.
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5.1.9	M	Not Required
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5.2 Support Desk

5.2.2	M	The SERVICE PROVIDER shall manage setup and change for access to applications in accordance with the access control policy and through change control processes.
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5.2.4	M	The SERVICE PROVIDER shall provide a single point of contact or Support Desk for all service requests, fault reports and change control requests from the CUSTOMER'S Service Desk.
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5.2.6	I	Not required.
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5.2.7	M	The SERVICE PROVIDER shall provide first line support scripts and known error scenarios to support the CUSTOMER's Service Desk with its first line application support.
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5.2.8	M	The SERVICE PROVIDER Support Desk shall be located within the UK.
5.2.9	M	The SERVICE PROVIDER's Support Desk shall be available during the hours of 9am-5pm Monday – Friday ("Core Hours").
5.2.10	M	Not required
5.2.11	M	The SERVICE PROVIDER's Support Desk shall respond to any email and acknowledge any incident raised within 5 minutes during Core Hours.
5.2.12	M	The SERVICE PROVIDER's Support Desk shall accept service requests from the CUSTOMER Service Desk, including password resets, enabling or disabling of application access.
5.2.13	M	Service requests must either be completed or acknowledged within 1 Working Day. If the request is only acknowledged this must be accompanied with a response describing how long the service request will take and why it will take the time proposed.
5.2.14	M	<p>The Support Desk is to maintain the CUSTOMER incidents or service requests. As a minimum the incident or service request should be updated with the following details:</p> <ul style="list-style-type: none"> a. Call status and the times at which the status is changed (e.g. the time at which a fault is rectified and the call is closed). Calls shall only be closed with the agreement of the CUSTOMER's Service Desk staff; b. The cause of any fault and actions required to remedy it
5.2.18	M	<p>For each severity of fault the SERVICE PROVIDER's Support Desk shall:</p> <ul style="list-style-type: none"> a. Inform the CUSTOMER, when the fault is confirmed, of the actions being taken to correct it and the time at which the service is expected to be restored. The target reaction times during Core Hours for each fault shall be:

		<ol style="list-style-type: none"> 1. Severity 1: <ol style="list-style-type: none"> i. Gold – 30 minutes; ii. Silver – 1 hour; iii. Bronze – 2 hours; 2. Severity 2: <ol style="list-style-type: none"> i. Gold – 1 hour; ii. Silver – 2.5 hours; iii. Bronze – 4 hours; 3. Severity 3: <ol style="list-style-type: none"> i. Gold – 3 hours; ii. Silver – 9 hours; iii. Bronze – 18 hours; 4. Severity 4: <ol style="list-style-type: none"> i. Gold – 3 hours; ii. Silver – 16 hours; iii. Bronze – 40 hours. <p>b. Update the CUSTOMER on the status of the fault and of actions being taken regularly according to the CUSTOMER update frequency for each fault priority shall be:</p> <ol style="list-style-type: none"> 1. Severity 1 – 30 minutes; 2. Severity 2 – 60 minutes
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5.2.19	M	<p>The target fix time during Core Hours for each fault severity shall be:</p> <ol style="list-style-type: none"> a. Severity 1: <ol style="list-style-type: none"> 1. Gold – 1 hour; 2. Silver – 5 hours; 3. Bronze – 10 hours; b. Severity 2: <ol style="list-style-type: none"> 1. Gold – 7 hour; 2. Silver – 11 hours;
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		<p>3. Bronze – 20 hours;</p> <p>c. Severity 3:</p> <p>1. Gold – 15 hours;</p> <p>2. Silver – 28 hours;</p> <p>3. Bronze – 40 hours;</p> <p>d. Severity 4:</p> <p>1. Gold – 15 hours;</p> <p>2. Silver – 45 hours;</p> <p>3. Bronze – 80 hours.</p>
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5.2.21	M	Not required
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5.2.23	M	The CUSTOMER may request the SERVICE PROVIDER to participate in a review of major incidents; this shall include a written response and meetings with interested parties.
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5.3 Service Governance

5.3.3	M	The SERVICE PROVIDER shall not replace the service manager or the senior manager during the contract without the CUSTOMER's prior written agreement to the proposed replacements, such consent not to be unreasonably withheld.
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5.4 Service Management and Reporting

5.4.1	M	The Supplier shall prepare and maintain a risk register identifying all risks to the support and operation of the services.
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5.4.2	M	The Supplier shall prepare and maintain an issue register identifying all issues relating to the support and operation of the services.
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5.4.3	M	The SERVICE PROVIDER shall provide a written monthly report which provides the information required by the CUSTOMER to assess the quality of the services provided and to determine the payment due for the services as detailed in the Contract.
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5.4.5	M	All reports are to be provided by the SERVICE PROVIDER electronically in a format that can read and printed by the CUSTOMER within 5 Working Days of the end of each month.
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5.5 Operations Service

5.5.1	M	<p>The SERVICE PROVIDER shall be responsible for operating the service to achieve the service requirements. This shall include, but may not be limited to:</p> <ul style="list-style-type: none"> a. the provision of application management; b. the provision of application support; c. application software upgrades; d. routine operations tasks such as status checks, back-ups, system and database administration; e. organisational tasks such as adds, moves and changes in accordance with the change management process.
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5.5.2	M	The SERVICE PROVIDER shall monitor the application service, including any system/audit logs and take action as soon as it detects that any component of the service has developed a fault condition or is in danger of doing so.
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5.5.3	M	<p>The SERVICE PROVIDER shall monitor and make recommendations to the CUSTOMER for application of patches to application-related software technology products to:</p> <ul style="list-style-type: none"> a. address operational risks and issues; b. maintain security; c. improve performance; d. enhance capability.
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5.5.4	M	The SERVICE PROVIDER shall undertake impact assessments and produce proposals for implementation of patches and product upgrades as agreed through review of the schedule at monthly service management meetings
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5.5.5	M	The SERVICE PROVIDER shall provide support for application components of development, test, pre-production and production as relevant to each application.
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5.5.6	M	The SERVICE PROVIDER shall test all application patches and upgrades in accordance with the agreed test management services.
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5.5.7	M	The SERVICE PROVIDER shall schedule and apply application patches in agreed maintenance periods, in accordance with the release management policy, with exceptions handled through the CUSTOMER's change control process.
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5.5.8	M	The SERVICE PROVIDER shall establish and maintain a schedule of maintenance upgrades required to maintain applications and databases patched and within support from the underlying software technology product vendor.
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5.5.9	M	At the CUSTOMER's request the SERVICE PROVIDER shall undertake data cleansing and processing of data sets associated with applications via the change control process.
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5.6 Problem Management

5.6.1	M	The SERVICE PROVIDER shall resolve problems (i.e. the underlying cause of one or more Severity 1 or 2 Incidents), or assist 3rd party in resolution co-ordinating all the agents involved in the resolution of the problem.
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5.6.2	M	Not Required
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5.6.3	M	The SERVICE PROVIDER shall maintain the Customer problem records assigned to the Service Provider and manage them through to resolution or workaround.
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5.6.4	M	The SERVICE PROVIDER shall provide root cause analysis on any problems identified, and update the problem record to reflect the analysis.
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5.6.5	M	The SERVICE PROVIDER shall provide a root cause analysis report to the CUSTOMER within ten (10) Working Days for each problem submitted to root cause analysis, to an agreed format.
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5.6.6	M	The SERVICE PROVIDER will accept persistent or high volume Severity 3 and 4 incidents for root cause analysis, as requested by the CUSTOMER.
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5.6.7	M	The SERVICE PROVIDER shall maintain and publish to the CUSTOMER accurate and up-to-date information on problems, known errors and workarounds.
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5.6.8	M	The SERVICE PROVIDER shall monitor and report on the overall business impact and the effectiveness of the workarounds.
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5.6.9	M	The SERVICE PROVIDER shall ensure that incidents and problems are accurately linked and use this information to ensure problem severities are correctly defined.
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5.7 Capacity Management

5.7.1	M	The SERVICE PROVIDER shall be responsible for ensuring that the capacity of the applications services remain sufficient to meet the requirements identified by the CUSTOMER for the services.
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5.7.2	M	The SERVICE PROVIDER shall be responsible for monitoring the use of applications and for taking appropriate steps to prevent any deterioration of the performance of the services over time.
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5.7.3	M	The SERVICE PROVIDER shall identify the capacity and expected utilisation of all applications, agreed with the CUSTOMER, and of the overall service.
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5.7.4	M	The SERVICE PROVIDER must analyse the pattern of usage and device utilisation over time to identify trends.
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5.7.5	M	The SERVICE PROVIDER must inform the CUSTOMER if the trends identified indicate that application capacity limits may be exceeded within three (3) months and recommend what changes need to be made to ensure that the service continues to be able to meet the anticipated level of business activity.
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5.7.6	M	The SERVICE PROVIDER must analyse any changes in terms of their likely impact on application capacity and recommend to the CUSTOMER what, if any, changes need to be made to maintain adequate service capacity if the request for change is implemented.
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5.8 Performance Management

5.8.1	M	The SERVICE PROVIDER shall be responsible for monitoring the performance of applications under their management.
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5.8.2	M	The SERVICE PROVIDER must analyse the performance over time to identify trends and report the trends as part of the monthly report.
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5.8.3	M	The SERVICE PROVIDER must analyse any changes in terms of their likely impact on performance and recommend to the CUSTOMER what, if any, changes need to be made to maintain adequate performance if the change is implemented.
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5.8.4	M	The SERVICE PROVIDER shall make recommendations to improve the performance of applications where performance is degrading.
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5.9 Security Management

5.9.1	M	The SERVICE PROVIDER shall be responsible for working with the CUSTOMER to enable it to ensure that the applications managed under this service maintain agreed assurance.
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5.9.2	M	The SERVICE PROVIDER shall manage applications and data components in line with the controls identified in the respective application assurance model and the underpinning core CUSTOMER IaaS assurance model
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5.9.3	M	The SERVICE PROVIDER shall provide protective monitoring of applications managed by the SERVICE PROVIDER in line with the guidance set out in the CUSTOMER's protective monitoring services for the network, infrastructure and operating systems layers.
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5.9.4		(Not Used)
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5.10 Availability Management

5.10.1	M	The SERVICE PROVIDER shall be responsible for ensuring that its solution continues to achieve the level of application availability identified in the Contract throughout the duration of the Contract.
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5.10.2	M	<p>The SERVICE PROVIDER shall publish availability management KPIs as part of the monthly service report delivered to the CUSTOMER. The report shall include, as a minimum:</p> <ul style="list-style-type: none"> a. Statement of availability achieved over the period covered by the report, distinguishing between availability lost due to planned and unplanned events; b. Description of all incidents that caused loss of availability; c. Analysis of the reasons for lost availability and recommendation of actions that should be taken to improve availability; d. Description of any actions taken in the reporting period to improve availability and assessment of their impact.
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5.11 Asset and Configuration Management

5.11.1	M	The SERVICE PROVIDER must be responsible for the management of all application software assets involved in the provision of the Ordered Software Applications Solutions that it owns and for the management of their configuration.
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5.11.2	M	At the Customer's request the SERVICE PROVIDER shall provide up-to-date integrated configuration management database ("CMDB") for the in-scope applications and application users.
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5.11.3	M	At the Customer's request the SERVICE PROVIDER shall provide design, installation and configuration documentation in line with changes applied through support and maintenance processes.
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5.11.4	M	The SERVICE PROVIDER shall establish and maintain a repository of all documentation for applications and databases related to the delivery of the service including design documents, source code, compiled application releases, installation instructions, support and maintenance documentation. This repository must be made available to the CUSTOMER on request.
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5.11.5	M	Not Required.
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5.11.7	M	The SERVICE PROVIDER shall review the asset and configuration management ("SACM") plan at least annually and update it to take into account lessons learned relating to access and configuration management during the period since the last update.
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5.11.8	M	The SERVICE PROVIDER shall provide all necessary support to the CUSTOMER or its agents if the CUSTOMER wishes to undertake an asset and configuration audit itself.
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5.12 Licence Management

5.12.2	M	The SERVICE PROVIDER shall assist the CUSTOMER to manage all application software licences owned by the CUSTOMER required for the provision of the services and shall be responsible for notifying the CUSTOMER when additional application software licences are required.
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5.13 Continuity Management and Disaster Recovery

5.13.3	M	In accordance with Schedule 2-15 BCDR PLAN the SERVICE PROVIDER shall produce ISO22301 conformant business continuity plans and processes including IT disaster recovery
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		plans and procedures to ensure that the delivery of the contract is not adversely affected in the event of an incident or crisis for the Services prior to go-live.
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5.13.4	M	The SERVICE PROVIDER shall design, implement and rehearse arrangements to ensure continuity of all Supplier services that are needed to ensure the continued operation of the Solution.
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5.13.5		(Not Used)
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5.13.6	M	<p>The SERVICE PROVIDER shall provide a report in writing to the CUSTOMER following any occasion on which the Continuity arrangements have been exercised, including planned rehearsals. The report must include as a minimum:</p> <ul style="list-style-type: none"> a. Details of why the Continuity arrangements were exercised; b. A description of how the Continuity arrangements were exercised and how effective they were; c. Details of any lessons learned and recommendations as to changes in the Continuity arrangements.
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5.13.7	M	<p>The SERVICE PROVIDER shall provide support to the CUSTOMER's wider Business Continuity arrangements, including:</p> <ul style="list-style-type: none"> a. Provide operational and technical support as necessary to the CUSTOMER in the development of the CUSTOMER's business continuity plans; b. Providing operational and technical support as necessary to any rehearsals of the CUSTOMER's business continuity plans.
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5.14 Release and Deployment Management

5.14.1	M	The SERVICE PROVIDER shall be responsible for the management of the release & deployment of all application components across all environments covered by the services.
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5.14.2	M	The SERVICE PROVIDER shall preserve that a Release is not deployed into Production or Pre-Production environments, until it has been authorised by the CUSTOMER.
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5.14.3	M	The SERVICE PROVIDER shall agree the extent of any testing, including regression testing, that is to be applied to a release.
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5.15 Test Management Services

5.15.1	M	<p>The SERVICE PROVIDER shall be responsible for testing the service to provide confidence to the CUSTOMER that it meets all of the requirements. This must include, but may not be limited to:</p> <ul style="list-style-type: none"> a. Test planning; b. Test preparation; c. Provision and operation of all test environments and tools, including for performance and volumetric testing; d. Provision of test data and test stubs; e. Undertaking all tests and recording the results; f. Preparing test reports.
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5.15.2	M	<p>The scope of testing shall include, but may not necessarily be limited to:</p> <ul style="list-style-type: none"> a. integration testing of functional and non-functional requirements, to confirm the correct integration of the application(s) with interfacing systems; b. User Acceptance Testing (UAT), to confirm that the user experience following transition will be at least as good as prior to transition; c. performance testing, to confirm that the level of performance following transition will be at least as good as that prior to transition; d. security testing, including penetration testing; e. Operational Acceptance Testing (OAT) in a Customer live-like environment, to confirm that the Application(s) can be supported effectively and efficiently in the live environment.
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5.15.3	M	The SERVICE PROVIDER shall allow the CUSTOMER to witness any testing as the CUSTOMER requires.
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5.15.4	M	The SERVICE PROVIDER shall record all tests as they are undertaken, including capturing the details of all defects
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5.15.5	M	The SERVICE PROVIDER shall track the status of Defects from the point of identification until they have been closed.
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5.16 Service Quality

5.16.1	M	The SERVICE PROVIDER shall be responsible for the management of the quality of all services provided.
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5.16.2	M	The SERVICE PROVIDER shall put in place an industry recognised quality methodology to maintain and improve on service quality through a constant cycle of agreeing, monitoring, reporting and improving the current levels of service.
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5.16.3	M	The SERVICE PROVIDER shall develop and maintain a quality plan which must describe how the quality of all services delivered under the Contract will be managed, maintained and progressively improved.
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5.16.4	M	The SERVICE PROVIDER shall provide the CUSTOMER with an organisation chart showing the management structure for the Services.
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5.16.5	M	The SERVICE PROVIDER shall ensure that any individuals used to provide Services have appropriate competencies, experience and training for the work that they are undertaking.
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5.17 Change Management

5.17.1	M	<p>There shall be two processes for reviewing change requests as follows:</p> <p>a. Standard changes (including adds, moves and changes) which are defined as changes which have been agreed with the CUSTOMER have low impact on the existing ICT</p>
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		<p>environment and do not require further authorisation beyond the change originator;</p> <p>b. Normal changes, which are defined as changes which have a major impact on the existing ICT environment and require the CUSTOMER's ICT and business management sign-off.</p>
5.17.3	M	Any authorised employee of the CUSTOMER or the SERVICE PROVIDER shall be able to propose a change to the service (change request).
5.17.4	M	The Supplier shall be responsible for managing and recording all change requests and the systems and processes which are used to deliver them.
5.17.6	M	The Supplier shall respond to all minor change requests within two (2) Working Days.
5.17.7	M	<p>The process for handling requests for change shall be as follows:</p> <p>a. The CUSTOMER will provide a written description of the required change to the Supplier;</p> <p>b. Within 2 Working Days the SERVICE PROVIDER shall respond with:</p> <ol style="list-style-type: none"> 1. An explanation of why the change is not feasible or sensible; or 2. A change implementation proposal; or 3. Referral to the application development service; <p>c. The CUSTOMER will review the SERVICE PROVIDER's response and either:</p> <ol style="list-style-type: none"> 1. Decide not to proceed further with the change; 2. Authorise the Supplier to send the change to the application design service; 3. Authorise the SERVICE PROVIDER to commence work on the implementation of the change in accordance with the change implementation proposal; 4. Request that the SERVICE PROVIDER makes changes to the change implementation proposal and resubmits it.

		d. In the event that a new or modified change implementation proposal is submitted by the SERVICE PROVIDER , then it will be reviewed as per step c. above.
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5.17.8	M	<p>The change implementation proposal must include:</p> <ul style="list-style-type: none"> a. A technical description of how the change will be implemented, including details of testing and training; b. A plan for the implementation of the change; c. An explanation, including man-days referenced against the 'Skills Framework for the Infrastructure Age' (SFIA), of the cost of the change, including the costs of: <ul style="list-style-type: none"> 1. all hardware, software and licences required; 2. any increase/decrease in running costs (e.g. communications or support costs); 3. updating all affected system documentation, processes and procedures; 4. testing, training, update of security documentation and arrangements; 5. any other cost items relevant to the specific change; d. The proposed payment mechanism and pricing; e. Details of any impact on the existing services while the change is being implemented; f. Details of any dependencies on the CUSTOMER; g. Details of all significant risks relating to the implementation.
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5.17.10	MR	The SERVICE PROVIDER shall state whether there are any man-days included within the support costs to cover minor changes and enhancements.
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5.18 Service Levels

5.18.1	I	It should be noted that planned maintenance agreed with the CUSTOMER shall not be counted as a period of non-availability for performance monitoring purposes, as long as it is properly agreed and authorised with the CUSTOMER .
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5.18.2	I	It should be noted that outages of the CUSTOMER'S Infrastructure as a Service (IaaS) or Wide Area Network ("WAN") infrastructure shall not be counted as a period of non-availability for performance monitoring purposes.
5.18.3	M	<p>Applications shall be categorised into one of three categories to define the required service levels and response times. The three categories are:</p> <ul style="list-style-type: none"> a. Category 1 "Gold": Highest service levels – high importance to the business and to provision of CUSTOMER services. b. Category 2 "Silver": Medium service levels and importance. c. Category 3 "Bronze: Lowest services levels – low business importance.
5.18.4	M	<p>The availability of the service, measured per application over any rolling 4 week period, shall be at least:</p> <ul style="list-style-type: none"> a. 99.95% during at all times for 'Gold' services; b. 99.90% during Core Hours and 99.5% at all other times for 'Silver' services; c. 99.50% during Core Hours and 95% at all other times for 'Bronze' services.
5.18.5	I	<p>The availability of the services shall be calculated as follows:</p> <ul style="list-style-type: none"> a. Percentage availability = $[T-P-X-(U*I/100) \text{ incident 1}-(U*I/100) \text{ incident 2.....}] * 100 / [T-P]$ where: <ul style="list-style-type: none"> 1. T = total number of minutes in period; 2. P = number of minutes of planned service outage agreed by the CUSTOMER; 3. X = number of minutes of unplanned IaaS and WAN outage; 4. U = number of minutes of unplanned outage (high priority incident); 5. I = percentage of users impacted by the outage (high priority incident).

5.18.6	M	<p>The Supplier shall take action to minimise the number and duration of disruptions to user services. Specifically:</p> <ul style="list-style-type: none"> a. All planned disruptions to user services must be authorised in advance by the CUSTOMER; b. Planned activities which disrupt user services are to be undertaken outside the Core Hours; c. At least three (3) Working Days' notice is to be given of planned maintenance affecting user services; d. At least thirty (30) minutes' notice is to be given of essential unplanned maintenance activities; e. No more than one (1) unplanned disruption to the services is to occur during Core Hours in any two week period.
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5.18.7	M	<p>The SERVICE PROVIDER shall provide extended hours of Support Desk provision or change of category when requested to do so by the CUSTOMER for individual applications. These requests shall be managed under the Contract Change Procedure.</p>
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5.19 Documentation Services

5.19.1	M	<p>The SERVICE PROVIDER shall develop and maintain documentation describing all of the systems and procedures used to provide services to the CUSTOMER.</p>
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5.19.2	M	<p>This documentation shall include, for all systems used to provide services to the CUSTOMER:</p> <ul style="list-style-type: none"> a. Administration, operating procedures, minor enhancement requests, transitions and system decommissions.
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5.19.3	M	<p>The SERVICE PROVIDER is to deliver a full copy of the system documentation within five (5) Working Days of being requested to do so by the CUSTOMER.</p>
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5.19.4	M	<p>The SERVICE PROVIDER is to provide the CUSTOMER with online read only access to examine the system documentation at all times.</p>
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5.20 Meetings

5.20.1	M	The SERVICE PROVIDER'S service manager, and other SERVICE PROVIDER staff as deemed appropriate by the CUSTOMER, shall attend monthly review meetings, as detailed in the Contract.
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6. APPLICATION DEVELOPMENT SERVICE

6.1 Overview

6.1.1	M	<p>The SERVICE PROVIDER shall provide application development services to develop new applications and/or enhance existing ones that have been developed as requested by the CUSTOMER. This shall include as a minimum:</p> <ul style="list-style-type: none">a. Requirements capture and analysis;b. Application design, including identification of the optimum use of the CUSTOMER's IaaS services;c. Application build and integration;d. Testing;e. Training;f. Service management and post implementation support;g. Deployment.
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6.1.2	M	<p>The SERVICE PROVIDER shall if requested by the CUSTOMER provide development services relating to applications developed using a range of technologies, including but not limited to:</p> <ul style="list-style-type: none">a. .NET;b. Java;c. Oracle;d. Microsoft SQL Server;e. Microsoft SharePoint;f. Microsoft Dynamics;g. Ruby 3 (on Rails);h. Linux;i. Apache;j. VBA;k. Microsoft Access;
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		<ul style="list-style-type: none"> l. ASP; m. ColdFusion; n. Sitecore; o. HTML; p. UNIX.
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6.1.3	M	<p>The SERVICE PROVIDER shall be able to use different development methods as appropriate to the requirement, including:</p> <ul style="list-style-type: none"> a. traditional ‘waterfall’ approaches; b. agile methods.
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6.1.4	M	<p>The SERVICE PROVIDER shall ensure that with any application development activity:</p> <ul style="list-style-type: none"> a. the design takes account of all CUSTOMER: <ul style="list-style-type: none"> 1. architectural principles and standards extant at the time of development; 2. IS, IT and other applicable strategies and roadmaps; b. best use is made of relevant CUSTOMER IaaS services including for development and testing; c. full documentation is provided of the design and implementation, such that: <ul style="list-style-type: none"> 1. the CUSTOMER can technically assure the design; 2. the application can be transitioned, managed and modified by any future service provider; d. the introduction of the new or modified application does not have any adverse impact on users or the business. e. is capable of accommodating changes to the CUSTOMER requirements throughout the design and development lifecycle.
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6.2 Management and Reporting

6.2.1	M	<p>The SERVICE PROVIDER shall appoint an application development manager to be responsible for all application development Services.</p>
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6.2.2	M	<p>The application development manager shall be responsible for producing a monthly application development report and presenting it to the CUSTOMER, detailing:</p> <ul style="list-style-type: none"> a. the overall progress of all open Requests against the agreed plans; b. any changes to the agreed costs for running and managing the individual Requests with detailed reasons for the changes; c. risks and issues to the delivery of the requests; d. impact on existing services while requests are being implemented; e. dependencies on the CUSTOMER or its other service providers.
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6.2.3	M	<p>The Application Development Manager shall attend meetings with the CUSTOMER on a monthly basis or as requested by the CUSTOMER.</p>
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6.2.4	M	<p>The application development manager shall submit the report to the CUSTOMER at least two (2) Working Days prior to the monthly meeting with the CUSTOMER.</p>
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6.2.5	M	<p>The application development manager shall be responsible for appointing project managers as appropriate to manage individual requests.</p>
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6.2.6	M	<p>The project manager shall be responsible for the production of the application development proposal.</p>
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6.2.7	M	<p>The Project manager shall be responsible for maintaining the plan for each Request including:</p> <ul style="list-style-type: none"> a. timescales for the request including: <ul style="list-style-type: none"> 1. production of the proposal; 2. resource allocation and management; 3. design and development;
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		<p>4. build;</p> <p>5. implementation;</p> <p>b. dependencies on the CUSTOMER and its other service providers;</p> <p>c. Risks, issues and mitigations for the delivery of the request, and to any other CUSTOMER services.</p>
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6.2.8	M	The project manager shall report on the plan monthly, or more frequently as agreed, to the CUSTOMER'S appointed project manager for the Request.
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6.3 Application Development Process

6.3.1	I	<p>The CUSTOMER shall specify its requirements for Application Design Services in a Request for Application Development Services document using an RFQ raised in accordance with the provisions of Schedule 2 – 7 which will include, as appropriate:</p> <p>The CUSTOMER shall specify its requirements for application design services in a request for application development services document which will include, as appropriate:</p> <p>a. an overview of the new capabilities required and of the business drivers for them;</p> <p>b. detailed functional and non-functional requirements;</p> <p>c. target timescales;</p> <p>d. other requirements and constraints, for example:</p> <ol style="list-style-type: none"> 1. architectural principles and standards compliance; 2. IS / IT strategy compliance; 3. requirements for design and other documentation; 4. testing requirements.
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6.3.2	M	<p>The process for handling request for application development services shall be as follows:</p> <p>a. the CUSTOMER will provide a written description of the requirement to the SERVICE PROVIDER;</p> <p>b. the SERVICE PROVIDER shall appoint a project manager for the request;</p> <p>c. within 10 Working Days the SERVICE PROVIDER shall respond with:</p>
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		<ol style="list-style-type: none"> 1. an application development proposal; or 2. an estimate of the cost and time to develop an application development proposal where the complexity of the request means that more than ten (10) man days of effort is required to develop the required proposal; or 3. an explanation of why the requirement is not feasible; <p>d. the CUSTOMER will review the application development proposal and either:</p> <ol style="list-style-type: none"> 1. decide not to proceed further with the proposal; or 2. authorise the SERVICE PROVIDER to spend additional time/effort to develop the application development proposal where further time or effort was required; 3. authorise the SERVICE PROVIDER to commence work on the implementation of the development in accordance with the application development proposal; 4. request that the SERVICE PROVIDER makes changes to the application development proposal and resubmit it. <p>e. in the event that a new or modified implementation proposal is submitted by the SERVICE PROVIDER, then it will be reviewed as per step d above.</p>
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6.3.3	I	Application Development Proposals will be provided at no Charge to the CUSTOMER.
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6.4 Application Development Proposal

6.4.1	M	<p>The Application Development Proposal produced by the SERVICE PROVIDER in response to a RFQ raised by the CUSTOMER in accordance with Schedule 2 – 7 shall include:</p> <p>The Application Development Proposal shall include:</p> <ol style="list-style-type: none"> a. an executive summary identifying the timescale for delivery using the approach proposed and the associated costs for delivery and application management; b. a technical description of how the new design or development will be implemented, including details of IaaS hosting approach, testing and training; c. a plan for the implementation of the design or development; d. the approach to design or development, covering: <ol style="list-style-type: none"> 1. what design documents are to be produced; 2. information assurance considerations, including whether:
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		<ul style="list-style-type: none"> i. the agreed assurance documents need to be modified or developed; ii. changes to The CUSTOMER'S documents are likely to be required. <ul style="list-style-type: none"> 3. service management and service levels to be adopted (including details of the post implementation support) when the application has been delivered; 4. build; 5. test and acceptance; 6. deployment to live running; <ul style="list-style-type: none"> e. project management aspects including: <ul style="list-style-type: none"> 1. tasks, timescales and milestones; 2. risks, issues, assumptions and associated mitigations; f. a fixed price, including man-days, for the required Application Development Services, identifying the price breakdown in terms of: <ul style="list-style-type: none"> 1. all hardware, software and licences required; 2. any increase/decrease in running costs (e.g. communications or support costs); 3. updating all affected system documentation, processes and procedures; 4. testing, training, update of security documentation and arrangements; 5. any other cost items relevant to the specific change; g. the proposed payment mechanism and pricing; h. details of the resources to be used, including SFIA grade and CVs for key staff if not already known to the CUSTOMER; i. details of any impact on the existing services while the design or development is being implemented; j. details of any dependencies on the CUSTOMER, or its other service providers; k. details of all significant risks relating to the implementation, including countermeasures and contingencies.
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6.5 Requirements Capture

6.5.1	M	Where requested by the CUSTOMER, the SERVICE PROVIDER shall engage with the CUSTOMER'S stakeholders to capture and
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		develop detailed requirements from high-level business requirements.
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6.5.2	M	<p>Where requested by the CUSTOMER, the SERVICE PROVIDER shall support the CUSTOMER in establishing and maintaining the definitions of required business capability, both functionally and non-functionally. These support activities include, but are not limited to:</p> <p>Where requested by the CUSTOMER, the SERVICE PROVIDER shall support the CUSTOMER in establishing and maintaining the definitions of required business capability, both functionally and non-functionally. These support activities comprise:</p> <ul style="list-style-type: none"> a. analysis of statements of business capability and associated requirements to establish whether they are necessary and sufficient; b. analysis of requirements to balance stakeholder needs and constraints; c. validation of requirements to ensure resulting products and services perform as intended both in terms of meeting stated business capabilities and operating within the CUSTOMER'S ICT environment and to the stated architecture.
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6.5.3	M	When requested by the CUSTOMER, the SERVICE PROVIDER shall identify and evaluate alternative solutions to business problems raised by CUSTOMER stakeholders.
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6.5.4	M	The developed requirements shall be presented in a statement of requirements to the CUSTOMER and appropriate stakeholders.
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6.6 Application Development Design

6.6.1	M	The SERVICE PROVIDER shall undertake application design in accordance with the agreed application development proposal.
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6.6.2	M	The SERVICE PROVIDER shall provide all design documents to the CUSTOMER for technical assurance and shall update the documents taking into account any CUSTOMER comments.
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6.7 Application Development Build

6.7.1	M	The SERVICE PROVIDER shall carry out the build in accordance with the agreed application development proposal.
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6.7.5	M	The SERVICE PROVIDER shall liaise as necessary with the CUSTOMER and appropriate third parties to achieve integration with existing systems or services.
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6.8 Application Development Testing

6.8.1	M	The SERVICE PROVIDER shall carry out testing in accordance with the agreed application development proposal.
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6.8.3	M	Application development testing shall as a minimum include: <ul style="list-style-type: none">a. integration testing, to confirm the correct integration of the application(s) with interfacing systems;b. User acceptance testing, to confirm that the user experience following development activity will be at least as good as prior to it;c. performance testing, to confirm that the level of performance following development will be at least as good as that prior to it;d. security testing;e. Operational acceptance testing , to confirm that the application(s) can be supported effectively and efficiently in the live environment.
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6.8.4	M	The SERVICE PROVIDER shall provide draft test documentation for review by the CUSTOMER at least two (2) weeks prior to the scheduled start of any testing.
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6.8.5	M	The SERVICE PROVIDER shall take full responsibility for the test program, including liaison with third parties.
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6.8.6	M	The SERVICE PROVIDER shall allow the CUSTOMER to witness any testing as the CUSTOMER requires.
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6.9 Application Development Deployment

6.9.3	M	The SERVICE PROVIDER shall carry out deployment in accordance with the agreed application development proposal and the release processes defined in Section 5 of this Annex.
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6.9.4	M	The deployment process shall be capable of being reversed with minimum disruption to services.
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Schedule 2-2 Annex B

The SERVICE PROVIDER has confirmed that it will comply with the Requirement's contained within the CUSTOMER's SOR. This annex to Schedule 2-2 provides further details on how elements of the Ordered Software Application Solutions will be provided by the SERVICE PROVIDER.

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3. General Requirements (Not Used)

4. APPLICATION TRANSITION SERVICES

4.1 Overview

4.1.1	M	The CUSTOMER requires that the SERVICE PROVIDER shall offer a transition service whereby applications are transitioned into service.
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The service will be designed to provide that the transition be carried out with minimum disruption to and impact on the CUSTOMER's business, and also considering key business processing periods and importantly, the relationship between the applications.

The SERVICE PROVIDER will deploy tried and tested processes, to enable continued success of transition.

The SERVICE PROVIDER will manage transitions in the context of key business processing periods, and complex inter-relationships between applications that necessitate the applications being transitioned together.

4.2 Application Transition Process

4.3 Application Transition Discovery

4.3.2	M	<p>Information to be gathered during application transition discovery shall include, for each application:</p> <ul style="list-style-type: none">a. user base and locations;b. key user requirements / documentation;c. business lifecycles;d. application details;<ul style="list-style-type: none">1. supplier details;2. security documentation and assurance status;3. minimum platform and/or infrastructure requirements;4. details of interfaces and dependencies.e. support arrangements and details of any associated service desk scripts, etc.
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The SERVICE PROVIDER will gather the information listed above. A key part of this process is the establishing information pertinent to the application(s) through the following activities:

- System Overview presentation to provide a high level overview of the application
- Obtain a first draft system overview

- Review technical requirement document
- Obtain the development environment build instructions
- Review the development environment build instructions.

4.3.3	M	The level of detail captured during application transition discovery must be sufficient to enable the SERVICE PROVIDER, or subsequent service providers, to transition and manage the application(s).
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The SERVICE PROVIDER confirms that the key objective of the discovery process is to determine that the necessary level of detail is captured to allow service transition and also to facilitate effective application support through support documentation, helps desk scripts, and workarounds. Information will be stored in a structured repository.

4.4 Application Transition Design

4.4.2	M	<p>The application transition proposal shall include as a minimum:</p> <ol style="list-style-type: none"> a. an executive summary identifying the timescale for transition using the approach proposed and the associated costs for Transition and Application Management; b. an overview of the information obtained during the discovery process, sufficient to provide a background to the rest of the application transition proposal; c. approach to transition and management, covering: <ol style="list-style-type: none"> 1. IaaS hosting approach (i.e. what CUSTOMER IaaS services will be used) by reference to IaaS Product Descriptions; 2. information assurance considerations, including whether: <ol style="list-style-type: none"> i. assurance documentation needs to be developed; ii. changes to the CUSTOMER IaaS assurance documents are likely to be required. 3. service management and service levels to be adopted when the application has been transitioned (including details of the post implementation support); 4. build; 5. data migration; 6. test and acceptance; 7. deployment to live running; d. project management aspects including:
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		<ol style="list-style-type: none"> 1. tasks, timescales and milestones; 2. risks, issues, assumptions and associated mitigations; <p>e. dependencies upon the CUSTOMER's existing suppliers;</p> <p>f. costs, including man-days, of:</p> <ol style="list-style-type: none"> 1. Application transition, including all costs associated with the transition of the application(s) to the live environment; 2. Application operation and management once the application(s) has been transitioned to live; <p>g. annexes providing:</p> <ol style="list-style-type: none"> 1. detailed information gathered during application discovery transition activity; 2. specification of services required from other towers for transition and subsequent operation and management.
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The SERVICE PROVIDER confirms that the application transition proposal will contain the information laid out in the requirement above together with the responsibilities of the CUSTOMER and its IaaS provider. The proposal will be created in discussion with necessary parties. The CUSTOMER's IaaS hosting provider will play a key part in the build, data migration, testing and deployment elements and the SERVICE PROVIDER will expect full cooperation from all parties to facilitate a successful transition into service.

4.4.3	M	Where an application could be transitioned using different IaaS services, the Application Transition Proposal must justify the selection of the approach recommended or provided costed options.
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The SERVICE PROVIDER will review each application and recommend the optimal method for transitioning it, which may involve packaging the application if the SERVICE PROVIDER believes this to be best for both migration and ongoing support of the application in the CUSTOMER'S IaaS environment.

4.4.4	M	The SERVICE PROVIDER shall verify that following transition the application(s) shall continue to support the required number of users working across any combination of CUSTOMER sites and using mobile and home based clients, and, where appropriate, access from members of the public or such other users as may be required by the CUSTOMER.
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The SERVICE PROVIDER's approach to transition planning will make certain that the application will support the user base identified as part of discovery. Test plans will be created that cover the requisite users, whether they be accessing the application from the CUSTOMER's office or accessing in a mobile role. Where necessary, testing will take place to demonstrate that user accessibility is maintained in the new environment.

4.4.5	M	The SERVICE PROVIDER shall ensure that the Application Transition Proposal takes into account peak and critical periods in the CUSTOMER business cycle (including Executive Agencies) to reduce business continuity risks during the transition.
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The SERVICE PROVIDER will verify that peak and critical periods in business processing are identified. This will be part of the discovery process, and business stakeholders will be consulted in the early stages of transition planning to capture all critical processing periods.

4.4.6	M	The SERVICE PROVIDER shall ensure that the Application Transition Proposal takes into account the exit requirements of legacy service provider contracts.
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The SERVICE PROVIDER will work with the Legacy service provider's Exit team to see that all aspects of the exit for which the SERVICE PROVIDER is responsible will be undertaken, that all parties are signed up to the plans and that the RACI matrix is agreed by all parties.

4.5 Application Transition Build

4.5.1	M	The SERVICE PROVIDER shall carry out the build in accordance with the agreed application transition proposal.
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The SERVICE PROVIDER confirms that the SERVICE PROVIDER will carry out the build in accordance with the agreed application transition proposal.

As part of the current service provided to the CUSTOMER, the SERVICE PROVIDER will produce a set of mandatory documents that will be used to verify that the application can be built, and subsequently supported once deployed. This documentation will be shared with the CUSTOMER's IaaS hosting provider.

4.5.2	M	The SERVICE PROVIDER shall utilise the CUSTOMER's IaaS service provider's services to provide build environments, wherever possible, unless otherwise directed by the CUSTOMER.
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The SERVICE PROVIDER confirms that the SERVICE PROVIDER will utilise the CUSTOMER's IaaS provider's service wherever possible unless otherwise directed by the CUSTOMER.

4.5.3	M	The SERVICE PROVIDER shall be responsible for all aspects of system integration that are proposed within their solution.
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The SERVICE PROVIDER confirms that the SERVICE PROVIDER will be responsible for all aspects of system integration within its solution. Where necessary, it will engage with the necessary SMEs within the CUSTOMER's business and IaaS provider to ensure that all aspects of the solution are addressed and that the other parties understand and commit to their responsibilities within the transition.

4.6 Application Transition Test

4.6.1	M	The SERVICE PROVIDER shall carry out testing in accordance with the agreed Application Transition Proposal.
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The SERVICE PROVIDER confirms that it will carry out testing in accordance with the relevant agreed application transition proposal. A test lead will be appointed who will be responsible for managing these activities.

4.6.2	M	The SERVICE PROVIDER shall utilise the CUSTOMER's IaaS service provider's services to provide test environments, wherever possible, unless otherwise directed by the CUSTOMER.
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The SERVICE PROVIDER will meet this requirement.

The SERVICE PROVIDER will agree what environments are required, and plan their use in conjunction with the CUSTOMER's IaaS service provider.

4.6.3	M	Application transition Testing shall as a minimum include; unless specified by the Customer: <ul style="list-style-type: none">a. integration testing of functional and non-functional requirements, to confirm the correct integration of the application(s) with interfacing systems;b. User acceptance testing (UAT) in a Customer live-like environment, to confirm that the user experience following transition will be at least as good as prior to transition;c. performance testing, to confirm that the level of performance following transition will be at least as good as that prior to transition;d. Operational acceptance testing (OAT), to confirm that the application(s) can be supported effectively and efficiently in the live environment.
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The SERVICE PROVIDER will undertake transition testing in accordance with the requirement.

4.6.4	M	The SERVICE PROVIDER shall provide draft test documentation for review by the CUSTOMER at least two weeks prior to the scheduled start of any testing.
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The SERVICE PROVIDER confirms that it will provide draft test documentation at least two weeks prior to start of testing. It is expected that all key stakeholders will have been involved in the creation of the test plans, scripts and expected outcomes prior to release of the draft.

4.6.5	M	The SERVICE PROVIDER shall take full responsibility for the test program, including liaison with third parties.
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The SERVICE PROVIDER will appoint a test manager whose responsibility it will be to manage the test programme. The test manager will see to it that all parties i.e.

CUSTOMER business owners, users, third parties and SERVICE PROVIDER support staff are fully involved in the planning and delivery of the test programme.

4.6.6	M	The SERVICE PROVIDER shall allow the CUSTOMER to witness any testing as the CUSTOMER requires.
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The SERVICE PROVIDER will allow the CUSTOMER to witness any elements of testing as they require whether performed on the CUSTOMER premises or at a secure SERVICE PROVIDER delivery centre.

4.7 Application Transition Security

4.7.2	M	The SERVICE PROVIDER shall prepare any necessary security documentation specific to individual applications as they are transitioned into the CUSTOMER. These will be treated as application specific assurance documents and annexes to the core assurance documents developed by the CUSTOMER. Documentation will be in line with the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM).
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The SERVICE PROVIDER will produce application level assurance documentation at the Customer's request.

4.7.3	M	The SERVICE PROVIDER shall provide the assurance documentation to the CUSTOMER to enable them to readily establish end-to-end accreditation of application in line the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM)
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The SERVICE PROVIDER will adhere to any DSAMs at the request of the Customer. A process for this will be established through a security working group or equivalent and this same group will manage the throughput. All process will be in accordance with the Customer's information assurance policy, standards and guidance and will be approved by the CUSTOMER.

4.7.4	M	If the SERVICE PROVIDER identifies any application specific features which require changes to the underpinning CUSTOMER's IaaS assurance documentation, then the SERVICE PROVIDER must bring them to the attention of the CUSTOMER at the earliest opportunity.
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The SERVICE PROVIDER will notify the customer if any application specific features are identified as part of the Transition.

4.8 Application Transition Data Migration

4.8.1	M	The SERVICE PROVIDER shall carry out data migration in accordance with the agreed application transition proposal.
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The SERVICE PROVIDER confirms that data migration will take place in accordance with the agreed application transition proposal.

The approach to the migration for the specific application or applications will be established early in the transition process to allow the SERVICE PROVIDER to confirm that data has been migrated successfully before the actual deployment date. Early integration testing of data accessibility at this stage is important.

4.8.2	M	The scope of data migration shall include: a. user data; b. user account data and associated privileges; c. current business data; d. archived data as specified within the Application Transition Proposal
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The SERVICE PROVIDER confirms that data migration will encompass all elements of data associated with the application or applications.

The SERVICE PROVIDER will establish volumes and migration methodology as part of the transition proposal. The SERVICE PROVIDER will manage that the various datasets are migrated such that data integrity is maintained, and this is fully by the SERVICE PROVIDER's DBA through the various migration activities.

4.9 Application Transition Deployment

4.9.4	M	The SERVICE PROVIDER shall carry out deployment in accordance with the agreed application transition proposal.
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The SERVICE PROVIDER confirms that deployment will be carried out in accordance with the agreed application transition proposal.

The SERVICE PROVIDER expects that the deployment plan will be subject to a number of iterations prior to actual deployment as finer details of the implementation will be dependent on other transition activities.

4.9.5	M	The deployment process shall be capable of being reversed with minimum disruption to services.
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The deployment process will be capable of reversal to minimise disruption to business services.

The deployment will identify a set of agreed checkpoints where the deployment process continues if that stage is successful, or whether the system should be rolled back.

These checkpoints will consider the tasks and timings to reverse the deployment and to restore the legacy service. The decision on whether an application deployment should be reversed will be made in accordance with Schedule 2-5 (Acceptance Procedures).

4.10 Application Transition Management

4.10.1	M	The SERVICE PROVIDER shall appoint a project manager to be responsible for each transition project.
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The SERVICE PROVIDER will appoint an appropriate project manager for transition.

4.10.2	M	The SERVICE PROVIDER's project manager shall not be changed during a transition project without the prior agreement of the CUSTOMER, such agreement not to be unreasonably withheld.
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The SERVICE PROVIDER will not remove the 'transition project manager' during the course of a project other than exceptional circumstances e.g. illness or resignation. If such an exceptional situation arises, the SERVICE PROVIDER will inform the CUSTOMER as soon as reasonably possible and where possible in advance and ensure the replacement project manager undertakes knowledge transfer prior to assuming responsibility.

4.10.3	M	The SERVICE PROVIDER's project manager shall use a recognised project management methodology to deliver the transition to the new Ordered Software Applications Solutions.
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The SERVICE PROVIDER will use its proprietary global transition methodology for the CUSTOMER. The methodology is based on repeatable and re-usable principles and procedures.

4.10.4	M	The SERVICE PROVIDER shall ensure that the transition plan and risk and issues registers are kept up-to-date throughout the transition on at least a weekly basis, and as required by the CUSTOMER.
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The SERVICE PROVIDER confirms that the transition plan and risks and issues register will be reviewed and updated at least, on a weekly basis.

4.10.5	M	If specified by the CUSTOMER the SERVICE PROVIDER's Project Manager shall meet with the CUSTOMER's nominated Project Manager at least once every two weeks from the start of the Transition Project until the time at which the Transition is completed successfully.
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The SERVICE PROVIDER confirms there will be weekly status meetings between the SERVICE PROVIDER's transition project manager and the CUSTOMER's transition project manager to provide a regular communication and to monitor the progress of the transition project. There will be a set agenda, and minutes will be recorded and issued.

4.10.6	M	If specified by the CUSTOMER the SERVICE PROVIDER'S project manager shall provide written progress reports to the CUSTOMER's project manager at least two (2) Working Days before each progress meeting. The progress reports shall as a minimum include:
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		<p>a. details of any tasks or deliverables that are behind schedule;</p> <p>b. details of major activities over the period since the last progress meeting;</p> <p>c. details of significant planned activities over the period until the next progress meeting;</p> <p>d. an update to the transition plans identifying the status of all major activities and deliverables;</p> <p>e. an update to the risks and issues register;</p> <p>f. where appropriate, details of any new actions being taken to mitigate risks or issues to closure.</p>
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The SERVICE PROVIDER confirms that a weekly status report (“Weekly Status Report” or “WSR”) will be published to all the stakeholders on the progress of transition with the content and within the timescales identified in the requirement.

4.11 General Application Transition requirements

4.11.1	M	<p>The SERVICE PROVIDER shall use reasonable endeavours to achieve that any Application Transition causes:</p> <p style="padding-left: 40px;">b. minimum disruption to CUSTOMER staff, Users and the public, and business processes during the transition;</p> <p>b. no loss of data during the transition to the new Services.</p>
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The SERVICE PROVIDER’s transition methodology provides tried and tested processes for seamless transition, providing minimal impact on the CUSTOMER’s business, users of the systems or data. The transition project will be adjusted to meet key drivers such as:

- End user peak periods;
- Key financial dates e.g. month end processes or reporting cycles; and
- Conflict with other projects going live;

As identified by the CUSTOMER and during the SERVICE PROVIDER’S discovery activities. The SERVICE PROVIDER ensures no loss of data through operational readiness assessment. This includes CUSTOMER data and open ‘tickets’ e.g. by creating dummy tickets which test data and process integrity.

4.11.2	M	<p>The SERVICE PROVIDER shall make arrangements with the CUSTOMER or other CUSTOMER providers for access to sites prior to visits.</p>
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The SERVICE PROVIDER will make all necessary appointments for access to sites prior to visits, and will validate that all the stakeholders (the CUSTOMER and/or its service tower providers) are informed in advance of requirements and the purpose of visit at least two (2) Working Days in advance.

5. APPLICATION MANAGEMENT SERVICE

5.1 Overview

5.1.3	M	The SERVICE PROVIDER shall apply an ITIL® based approach to service management and work with the CUSTOMER and its internal IaaS and Service Management teams to establish clear interfaces (procedural and technical).
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The SERVICE PROVIDER's service management will be based on its proprietary technical support process, known as the "Applications Management Way" or "AMWay" that is compliant with ITIL® V3, Capability Maturity Model /PCMM and LEAN, Six Sigma and other industry leading standards relevant for support services.

During transition, the SERVICE PROVIDER will work with the CUSTOMER to establish and agree clear interfaces (procedural and technical). The SERVICE PROVIDER will achieve this by:

- Complying with the CUSTOMER service management policies and procedures;
- Providing detailed information on the SERVICE PROVIDER's service management approach as reasonably requested from time-to-time by the CUSTOMER.

5.1.4	M	<p>The SERVICE PROVIDER shall provide an application management service for the agreed applications which shall consist of:</p> <ul style="list-style-type: none">a. Second line application management services;b. Service governance;c. Service management and reporting;d. Operations services;e. Problem management services;f. Capacity management services;g. Security management services;h. Availability management services;i. Asset and configuration management services;j. Continuity management and application disaster recovery services;k. Release and deployment management services;l. Test management services;m. Service quality management services;n. Change management.
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The SERVICE PROVIDER shall be responsible for providing an application management service for the agreed applications as set out above and in the remainder of the Contract.

5.1.5	M	<p>The SERVICE PROVIDER shall maintain and support the in scope applications. This shall include but may not be limited to:</p> <ul style="list-style-type: none"> a. preventative maintenance activities; b. application software upgrades; c. corrective maintenance, i.e. returning the applications to operating in accordance with the original specifications; d. configuration management.
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The SERVICE PROVIDER's support analysts and service managers will maintain and deliver application management services for in-scope applications, applying an ITIL®-based approach, including the activities defined above.

5.1.6	M	<p>The SERVICE PROVIDER is required to be competent across a broad range of capabilities in a large number of operating systems, databases, middleware, platforms and application types.</p>
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As at the Effective Date, the SERVICE PROVIDER is proficient across all applications in-scope of the contract that have been supported by the SERVICE PROVIDER under a separate agreement, and has the skills and competency to support the remaining applications known at the Effective Date.

5.1.7	M	<p>The SERVICE PROVIDER shall support, operate, maintain and make the required applications available to users that are authorised to access them.</p>
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The SERVICE PROVIDER will work at application level and with other relevant parties to facilitate proper authentication of users and adherence to the security requirements set out in the Contract.

5.1.9	M	Not Required
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5.2 Support Desk

5.2.2	M	<p>The SERVICE PROVIDER shall manage setup and change for access to applications in accordance with the access control policy and through change control processes.</p>
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The SERVICE PROVIDER shall manage setup and change for access to applications through change control processes for the CUSTOMER.

5.2.4	M	<p>The SERVICE PROVIDER shall provide a single point of contact or Support Desk for all service requests, fault reports and change control requests from the CUSTOMER'S Service Desk.</p>
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The SERVICE PROVIDER will provide a single point of contact ("SPOC") for all CUSTOMER Service Desk requests and will monitor progress and assignment to the correct team.

5.2.6	I	Not required.
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5.2.7	M	The SERVICE PROVIDER shall provide first line support scripts and known error scenarios to support the CUSTOMER's Service Desk with its first line application support.
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The SERVICE PROVIDER will provide first line support scripts and known error scenarios to the CUSTOMER's Service Desk.

5.2.8	M	The SERVICE PROVIDER Support Desk shall be located within the UK.
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The SERVICE PROVIDER will provide a Support Desk within the UK to support the CUSTOMER.

5.2.9	M	The SERVICE PROVIDER's Support Desk shall be available during the hours of 9am-5pm Monday – Friday ("Core Hours").
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The SERVICE PROVIDER will provide a Support Desk in the UK for users of the CUSTOMER during Core Hours.

5.2.10	M	Not required
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5.2.11	M	The SERVICE PROVIDER's Support Desk shall respond to any email and acknowledge any incident raised within 5 minutes during Core Hours.
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The SERVICE PROVIDER will use its reasonable endeavours to respond to any email and acknowledge any incident that is related to the application management service of the in-scope applications, within five (5) minutes during Core Hours.

5.2.12	M	The SERVICE PROVIDER's Support Desk shall accept service requests from the CUSTOMER Service Desk, including password resets, enabling or disabling of application access.
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The SERVICE PROVIDER will meet this requirement.

5.2.13	M	Service requests must either be completed or acknowledged within 1 Working Day. If the request is only acknowledged this must be accompanied with a response describing how long the service request will take and why it will take the time proposed.
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The SERVICE PROVIDER shall meet this requirement during Core Hours.

5.2.14	M	The Support Desk is to maintain the CUSTOMER incidents or service requests. As a minimum the incident or service request should be updated with the following details:
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		<p>a. Call status and the times at which the status is changed (e.g. the time at which a fault is rectified and the call is closed). Calls shall only be closed with the agreement of the CUSTOMER's Service Desk staff;</p> <p>b. The cause of any fault and actions required to remedy it</p>
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The SERVICE PROVIDER shall meet this requirement. The CUSTOMER shall not unreasonably withhold or delay the closure of a call once it is rectified and any delays to such call closure that are caused by the CUSTOMER will be excluded from any performance measurement of the service targets.

5.2.18	M	<p>For each severity of fault the SERVICE PROVIDER's Support Desk shall:</p> <p>a. Inform the CUSTOMER, when the fault is confirmed, of the actions being taken to correct it and the time at which the service is expected to be restored. The target reaction times during Core Hours for each fault shall be:</p> <ol style="list-style-type: none"> 1. Severity 1: <ol style="list-style-type: none"> i. Gold – 30 minutes; ii. Silver – 1 hour; iii. Bronze – 2 hours; 2. Severity 2: <ol style="list-style-type: none"> i. Gold – 1 hour; ii. Silver – 2.5 hours; iii. Bronze – 4 hours; 3. Severity 3: <ol style="list-style-type: none"> i. Gold – 3 hours; ii. Silver – 9 hours; iii. Bronze – 18 hours; 4. Severity 4: <ol style="list-style-type: none"> i. Gold – 3 hours; ii. Silver – 16 hours; iii. Bronze – 40 hours. <p>b. Update the CUSTOMER on the status of the fault and of actions being taken regularly according to the CUSTOMER update frequency for each fault priority shall be:</p> <ol style="list-style-type: none"> 1. Severity 1 – 30 minutes; 2. Severity 2 – 60 minutes
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The SERVICE PROVIDER will during Core Hours adhere to target reaction times and update CUSTOMER users of the fault status, in accordance with the stated targets.

5.2.19	M	<p>The target fix time during Core Hours for each fault severity shall be:</p> <p>a. Severity 1:</p> <ol style="list-style-type: none"> 1. Gold – 1 hour; 2. Silver – 5 hours; 3. Bronze – 10 hours; <p>b. Severity 2:</p> <ol style="list-style-type: none"> 1. Gold – 7 hour; 2. Silver – 11 hours; 3. Bronze – 20 hours; <p>c. Severity 3:</p> <ol style="list-style-type: none"> 1. Gold – 15 hours; 2. Silver – 28 hours; 3. Bronze – 40 hours; <p>d. Severity 4:</p> <ol style="list-style-type: none"> 1. Gold – 15 hours; 2. Silver – 45 hours; 3. Bronze – 80 hours.
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The SERVICE PROVIDER will during Core Hours adhere to the target fix times for each fault severity, in accordance with the targets specified above.

5.2.21	M	Not required
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5.2.23	M	<p>The CUSTOMER may request the SERVICE PROVIDER to participate in a review of major incidents; this shall include a written response and meetings with interested parties.</p>
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On request from the CUSTOMER, the SERVICE PROVIDER staff will review major incidents with written response to problems.

5.3 Service Governance

5.3.3	M	The SERVICE PROVIDER shall not replace the service manager or the senior manager during the contract without the CUSTOMER's prior written agreement to the proposed replacements, such consent not to be unreasonably withheld.
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The SERVICE PROVIDER will not replace the service manager or senior manager without consultation, unless reasons such as illness, retirement or resignation trigger a change. The SERVICE PROVIDER will provide equivalent replacements with similar expertise and experience after seeking prior written agreement.

5.4 Service Management and Reporting

5.4.1	M	The Supplier shall prepare and maintain a risk register identifying all risks to the support and operation of the services.
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The service manager will maintain a risk register containing reference, risk description, impact, probability, mitigation, responsibility, and containment timescale.

5.4.2	M	The Supplier shall prepare and maintain an issue register identifying all issues relating to the support and operation of the services.
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The service manager will maintain an issue register containing reference, issue, action, responsibility and timescale and any issues identified will be managed collaboratively, through regular progress meetings until successful resolved.

5.4.3	M	The SERVICE PROVIDER shall provide a written monthly report which provides the information required by the CUSTOMER to assess the quality of the services provided and to determine the payment due for the services as detailed in the Contract.
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The SERVICE PROVIDER will provide CUSTOMER specified service reports to assist the CUSTOMER in determining appropriate service payments as per the Contract and to be reviewed at the service meetings.

5.4.5	M	All reports are to be provided by the SERVICE PROVIDER electronically in a format that can read and printed by the CUSTOMER within 5 Working Days of the end of each month.
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Reports will be generated within five (5) Working Days following the end of a month, in the format agreed during transition, and delivered via an agreed mechanism to the approved CUSTOMER contacts.

The reports will be stored on a team room shared with the CUSTOMER.

5.5 Operations Service

5.5.1	M	The SERVICE PROVIDER shall be responsible for operating the service to achieve the service requirements. This shall include, but may not be limited to:
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		<ul style="list-style-type: none"> a. the provision of application management; b. the provision of application support; c. application software upgrades; d. routine operations tasks such as status checks, back-ups, system and database administration; e. organisational tasks such as adds, moves and changes in accordance with the change management process.
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The SERVICE PROVIDER shall meet this requirement, through its AMWay process.

5.5.2	M	The SERVICE PROVIDER shall monitor the application service, including any system/audit logs and take action as soon as it detects that any component of the service has developed a fault condition or is in danger of doing so.
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The SERVICE PROVIDER will continuously monitor the service and will take suitable action as soon as a component has or the SERVICE PROVIDER becomes aware that is likely to develop a fault. This will be done through:

- Proactive database monitoring
- Maintenance plans
- Capacity reviews
- Trend analysis
- Health checks

5.5.3	M	The SERVICE PROVIDER shall monitor and make recommendations to the CUSTOMER for application of patches to application-related software technology products to: <ul style="list-style-type: none"> a. address operational risks and issues; b. maintain security; c. improve performance; d. enhance capability.
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SERVICE PROVIDER technical analysts will monitor and make recommendations to the CUSTOMER for application of patches to application-related software technology products.

5.5.4	M	The SERVICE PROVIDER shall undertake impact assessments and produce proposals for implementation of patches and product upgrades as agreed through review of the schedule at monthly service management meetings
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The SERVICE PROVIDER will provide impact assessments and proposals for implementation of patches and product upgrades through ITIL® compliant change management process, at the monthly service management meetings.

5.5.5	M	The SERVICE PROVIDER shall provide support for application components of development, test, pre-production and production as relevant to each application.
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The SERVICE PROVIDER will deliver Disaster Recovery Services in accordance with Schedule 2-15.

5.5.6	M	The SERVICE PROVIDER shall test all application patches and upgrades in accordance with the agreed test management services.
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Under the guidance of a test lead and using its ITIL® consistent testing process, the SERVICE PROVIDER will test all application patches and upgrades, as agreed test management services.

5.5.7	M	The SERVICE PROVIDER shall schedule and apply application patches in agreed maintenance periods, in accordance with the release management policy, with exceptions handled through the CUSTOMER's change control process.
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The SERVICE PROVIDER will schedule and implement application patches via the CUSTOMER'S change control process and where necessary the Contract Change Procedure.

5.5.8	M	The SERVICE PROVIDER shall establish and maintain a schedule of maintenance upgrades required to maintain applications and databases patched and within support from the underlying software technology product vendor.
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To ensure continued application support, both internally and by the product vendor, the SERVICE PROVIDER will create and maintain a forward schedule of maintenance upgrades detailing software vendor patches and fixes required and implementation plan, if any. This will be reviewed with the CUSTOMER regularly.

5.5.9	M	At the CUSTOMER's request the SERVICE PROVIDER shall undertake data cleansing and processing of data sets associated with applications via the change control process.
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At the CUSTOMER's request the SERVICE PROVIDER will undertake data cleansing and processing of data sets via the CUSTOMER'S Contract Change Procedure and where necessary the Contract Change Procedure with data owners being integral to this process. The data owners will be consulted on the most acceptable approach on a case basis.

5.6 Problem Management

5.6.1	M	The SERVICE PROVIDER shall resolve problems (i.e. the underlying cause of one or more Severity 1 or 2 Incidents), or
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		assist 3rd party in resolution co-ordinating all the agents involved in the resolution of the problem.
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The SERVICE PROVIDER will meet this requirement and using its ITIL®-based, CMM certified approach, the SERVICE PROVIDER will receive/log/track and resolve all assigned problems for in-scope applications.

5.6.2	M	Not Required
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5.6.3	M	The SERVICE PROVIDER shall maintain the Customer problem records assigned to the Service Provider and manage them through to resolution or workaround.
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The SERVICE PROVIDER will meet this requirement and maintain the Customer problem records assigned to the Service Provider and manage them through to resolution or workaround.

5.6.4	M	The SERVICE PROVIDER shall provide root cause analysis on any problems identified, and update the problem record to reflect the analysis.
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The SERVICE PROVIDER will use key problem management techniques such as failure mode and effect analysis, to carry out problem RCA on any problems identified, so that the likelihood of repeat failures may be reduced and the log will be updated accordingly.

5.6.5	M	The SERVICE PROVIDER shall provide a root cause analysis report to the CUSTOMER within ten (10) Working Days for each problem submitted to root cause analysis, to an agreed format.
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The SERVICE PROVIDER will meet this requirement.

The SERVICE PROVIDER proposes to collect and report on the following additional items:

- Problem volumes by in scope application, type and severity
- Trend analysis of problem data, focused on similar single significant incidents.

5.6.6	M	The SERVICE PROVIDER will accept persistent or high volume Severity 3 and 4 incidents for root cause analysis, as requested by the CUSTOMER.
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The SERVICE PROVIDER, following ITIL®-based techniques, will accept persistent or high volume Severity 3 and Severity 4 Incidents for root cause analysis, keeping interested parties informed.

5.6.7	M	The SERVICE PROVIDER shall maintain and publish to the CUSTOMER accurate and up-to-date information on problems, known errors and workarounds.
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Following ITIL® based techniques, and as part of a wider reporting exercise, the SERVICE PROVIDER will meet this requirement.

The SERVICE PROVIDER will update knowledge articles accordingly, and where a knowledge articles does not already exist, will create one.

5.6.8	M	The SERVICE PROVIDER shall monitor and report on the overall business impact and the effectiveness of the workarounds.
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The SERVICE PROVIDER will meet this requirement.

In addition the SERVICE PROVIDER may suggest a new or existing workaround which can be proactively applied to potential future incidents to restore service.

5.6.9	M	The SERVICE PROVIDER shall ensure that incidents and problems are accurately linked and use this information to ensure problem severities are correctly defined.
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The SERVICE PROVIDER will meet this requirement.

This will be achieved by applying an ITIL® based, CMM certified approach where incidents are linked accurately to problems.

5.7 Capacity Management

5.7.1	M	The SERVICE PROVIDER shall be responsible for ensuring that the capacity of the applications services remain sufficient to meet the requirements identified by the CUSTOMER for the services.
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The SERVICE PROVIDER will monitor the use of in-scope applications, and take appropriate and proactive steps to prevent system deterioration.

5.7.2	M	The SERVICE PROVIDER shall be responsible for monitoring the use of applications and for taking appropriate steps to prevent any deterioration of the performance of the services over time.
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The SERVICE PROVIDER will meet this requirement.

Utilising monitoring techniques the SERVICE PROVIDER will proactively interact with the CUSTOMER's IaaS provider and provide them with full details and supporting artefacts, and a proposal for rectification.

5.7.3	M	The SERVICE PROVIDER shall identify the capacity and expected utilisation of all applications, agreed with the CUSTOMER, and of the overall service.
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The SERVICE PROVIDER will meet this requirement.

The SERVICE PROVIDER will alert the CUSTOMER of any noteworthy variation in the requisite capacity and utilisation levels of all significant applications. Where Services may be adversely impacted the SERVICE PROVIDER will provide the CUSTOMER with relevant details and a proposal for its remedy.

5.7.4	M	The SERVICE PROVIDER must analyse the pattern of usage and device utilisation over time to identify trends.
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Through both visual and statistical analysis techniques various usage and device utilisation data will be collected on an ongoing basis and a trending report produced, with any significant matters flagged.

Recommended actions will be highlighted in an action log which the SERVICE PROVIDER will create and maintain.

The SERVICE PROVIDER will look for capacity management patterns and trends that can be used to eliminate potential issues at source.

5.7.5	M	The SERVICE PROVIDER must inform the CUSTOMER if the trends identified indicate that application capacity limits may be exceeded within three (3) months and recommend what changes need to be made to ensure that the service continues to be able to meet the anticipated level of business activity.
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The SERVICE PROVIDER will meet this requirement.

If the SERVICE PROVIDER detects anything that suggests that capacity limits may be exceeded within three (3) months, it will be acted upon by the SERVICE PROVIDER in a timely and collaborative manner.

5.7.6	M	The SERVICE PROVIDER must analyse any changes in terms of their likely impact on application capacity and recommend to the CUSTOMER what, if any, changes need to be made to maintain adequate service capacity if the request for change is implemented.
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The SERVICE PROVIDER will meet this requirement.

Through both visual and statistical analysis techniques, the SERVICE PROVIDER will proactively analyse any changes in terms of their likely impact on capacity, and recommend what, if any, changes need to be made to maintain adequate service capacity.

5.8 Performance Management

5.8.1	M	The SERVICE PROVIDER shall be responsible for monitoring the performance of applications under their management.
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Performance monitoring will be through automation and manual observation techniques.

Automated monitoring would be through the use of SQL tools to identify issues with database or database interactions.

5.8.2	M	The SERVICE PROVIDER must analyse the performance over time to identify trends and report the trends as part of the monthly report.
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Service reports currently delivered to the CUSTOMER will be enhanced to include applications performance analysis adding value. Significant performance events will have detailed analysis for discussion.

As a result of trend analysis, recommended actions would be implemented to resolution, through the Contract Change Procedure.

5.8.3	M	The SERVICE PROVIDER must analyse any changes in terms of their likely impact on performance and recommend to the CUSTOMER what, if any, changes need to be made to maintain adequate performance if the change is implemented.
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The SERVICE PROVIDER will carry out assessments of proposed changes, including impact on applications performance. Where impacts are identified recommendations are made to mitigate.

5.8.4	M	The SERVICE PROVIDER shall make recommendations to improve the performance of applications where performance is degrading.
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The SERVICE PROVIDER will analyse performance data with the CUSTOMER and its IaaS provider to identify trends and specific areas of concern. Where potential performance issues are identified remedial action will be recommended in collaboration with relevant parties.

5.9 Security Management

5.9.1	M	The SERVICE PROVIDER shall be responsible for working with the CUSTOMER to enable it to ensure that the applications managed under this service maintain agreed assurance.
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In conjunction with the CUSTOMER and its IaaS service provider, the SERVICE PROVIDER will produce an accreditation management plan for the applications which will detail how accreditation is delivered and maintained. This will feed into the CUSTOMER's overarching plan. The on-going process will be delivered through the security working group.

5.9.2	M	The SERVICE PROVIDER shall manage applications and data components in line with the controls identified in the respective application assurance model and the underpinning core CUSTOMER IaaS assurance model
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All applications and data components will be managed according to the security controls detailed in the appropriate application and domain level RMADS.

5.9.3	M	The SERVICE PROVIDER shall provide protective monitoring of applications managed by the SERVICE PROVIDER in line with the guidance set out in the CUSTOMER's protective monitoring services for the network, infrastructure and operating systems layers.
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The CUSTOMER will be accountable for the provision of a protective monitoring services requirement. To the extent that such protective monitoring services require input and

actions from the application management service provider, the SERVICE PROVIDER will comply with, support and assist the CUSTOMER in meeting their commitments and responsibilities. This will involve the appropriate applications being developed with coding formats such as that any protective monitoring system can extract data as required.

5.9.4		(Not Used)
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5.10 Availability Management

5.10.1	M	The SERVICE PROVIDER shall be responsible for ensuring that its solution continues to achieve the level of application availability identified in the Contract throughout the duration of the Contract.
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The SERVICE PROVIDER will work with the IaaS provider to confirm that the application availability meets or exceeds its availability targets and is improved on an ongoing basis. This will include the monitoring, reporting and reviewing of key metrics for each service to ascertain its availability, reliability, and maintainability.

Application availability will be measured at a point within the Ordered Software Applications Services that is within the SERVICE PROVIDER's control and unavailability of any system that caused by any infrastructure or services that are not supported and controlled by the SERVICE PROVIDER will be excluded from the period of non-availability.

5.10.2	M	The SERVICE PROVIDER shall publish availability management KPIs as part of the monthly service report delivered to the CUSTOMER. The report shall include, as a minimum: <ol style="list-style-type: none"> a. Statement of availability achieved over the period covered by the report, distinguishing between availability lost due to planned and unplanned events; b. Description of all incidents that caused loss of availability; c. Analysis of the reasons for lost availability and recommendation of actions that should be taken to improve availability; d. Description of any actions taken in the reporting period to improve availability and assessment of their impact.
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The SERVICE PROVIDER will meet this requirement and application availability details will be included in the CUSTOMER's monthly service report.

5.11 Asset and Configuration Management

5.11.1	M	The SERVICE PROVIDER must be responsible for the management of all application software assets involved in the provision of the Ordered Software Applications Solutions that it owns and for the management of their configuration.
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The SERVICE PROVIDER shall meet this requirement for all assets under its control.

5.11.2	M	At the Customer's request the SERVICE PROVIDER shall provide up-to-date integrated configuration management database ("CMDB") for the in-scope applications and application users.
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At the CUSTOMER's request the SERVICE PROVIDER will plan, design, develop and implement an integrated CMDB which will provide a high level view of the CUSTOMER's application services, interfaces and interdependencies. All updates to the CMDB will be triggered by a change submitted to the SERVICE PROVIDER's configuration manager.

5.11.3	M	At the Customer's request the SERVICE PROVIDER shall provide design, installation and configuration documentation in line with changes applied through support and maintenance processes.
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As specified in ITIL® the SERVICE PROVIDER will identify all documents within the services it provides and records details of these documents in a CMDB. Any changes to configuration documents are managed through the Contract Change Procedure.

5.11.4	M	The SERVICE PROVIDER shall establish and maintain a repository of all documentation for applications and databases related to the delivery of the service including design documents, source code, compiled application releases, installation instructions, support and maintenance documentation. This repository must be made available to the CUSTOMER on request.
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The SERVICE PROVIDER's documentation management approach is in accordance with its CMM and ITIL® complaint methodology.

Where the document has been produced by the SERVICE PROVIDER, the SERVICE PROVIDER will consider any artefact associated with the service as applications and database documentation and will manage the configuration of it. The SERVICE PROVIDER will make the document library available to the CUSTOMER.

5.11.5	M	Not Required.
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5.11.7	M	The SERVICE PROVIDER shall review the asset and configuration management ("SACM") plan at least annually and update it to take into account lessons learned relating to access and configuration management during the period since the last update.
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The SERVICE PROVIDER agrees to review the SACM plan when provided by the CUSTOMER and update it with and necessary changes. After completion of the review a report will be produced within 21 Working Days which will be presented in the next governance meeting.

5.11.8	M	The SERVICE PROVIDER shall provide all necessary support to the CUSTOMER or its agents if the CUSTOMER wishes to undertake an asset and configuration audit itself.
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The SERVICE PROVIDER will meet this requirement.

For planning purposes, the SERVICE PROVIDER will expect at least 24 hours notice before the commencement of such an Audit.

5.12 Licence Management

5.12.2	M	The SERVICE PROVIDER shall assist the CUSTOMER to manage all application software licences owned by the CUSTOMER required for the provision of the services and shall be responsible for notifying the CUSTOMER when additional application software licences are required.
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The SERVICE PROVIDER will assist the CUSTOMER to manage all application software licences required for providing the services and will notify the CUSTOMER when additional licences are needed.

5.13 Continuity Management and Disaster Recovery

5.13.3	M	In accordance with Schedule 2-15 BCDR PLAN the SERVICE PROVIDER shall produce ISO22301 conformant business continuity plans and processes including IT disaster recovery plans and procedures to ensure that the delivery of the contract is not adversely affected in the event of an incident or crisis for the Services prior to go-live.
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The SERVICE PROVIDER has a proven approach to Disaster Recovery (DR) and Business Continuity Plan (BCP) in conformance with ISO22301. During the transition phase the DR Manager will come up with the DR/BCP plan which will include details about the processes and procedures for service continuity.

5.13.4	M	The SERVICE PROVIDER shall design, implement and rehearse arrangements to ensure continuity of all Supplier services that are needed to ensure the continued operation of the Solution.
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The SERVICE PROVIDER's BCP follows industry-standard guidelines for conducting plan tests. The SERVICE PROVIDER's BCP tests include different types of exercises at five levels of increasing complexity. Each exercise phase is dependent on successful completion of the exercises at the previous level.

5.13.5		(Not Used)
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5.13.6	M	<p>The SERVICE PROVIDER shall provide a report in writing to the CUSTOMER following any occasion on which the Continuity arrangements have been exercised, including planned rehearsals. The report must include as a minimum:</p> <ul style="list-style-type: none">a. Details of why the Continuity arrangements were exercised;b. A description of how the Continuity arrangements were exercised and how effective they were;
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		c. Details of any lessons learned and recommendations as to changes in the Continuity arrangements.
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The SERVICE PROVIDER will provide details on why and how the Continuity arrangements were exercised, its effectiveness, lessons learned and any future recommendations. After an exercise, the BCP team will work with participants and management to quantitatively and qualitatively evaluate the success related to these individual various criteria during the test. The BCP team will prepare formal reports about each exercise for business unit managers.

5.13.7	M	The SERVICE PROVIDER shall provide support to the CUSTOMER's wider Business Continuity arrangements, including: <ul style="list-style-type: none"> a. Provide operational and technical support as necessary to the CUSTOMER in the development of the CUSTOMER's business continuity plans; b. Providing operational and technical support as necessary to any rehearsals of the CUSTOMER's business continuity plans.
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The SERVICE PROVIDER will assist the CUSTOMER by providing necessary operational and technical support in the development of the CUSTOMER's BCP.

As an operational readiness point of view the SERVICE PROVIDER regularly carry out Fire Drills and Crisis Rehearsals in all its Delivery premises across the globe. The SERVICE PROVIDER will provide all necessary support in carrying out any such rehearsals of the CUSTOMER's business continuity plan.

5.14 Release and Deployment Management

5.14.1	M	The SERVICE PROVIDER shall be responsible for the management of the release & deployment of all application components across all environments covered by the services.
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The SERVICE PROVIDER will manage release and deployment activities. The SERVICE PROVIDER will maintain a deployment guide for each upcoming release.

5.14.2	M	The SERVICE PROVIDER shall preserve that a Release is not deployed into Production or Pre-Production environments, until it has been authorised by the CUSTOMER.
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The SERVICE PROVIDER will not release into production any deployment which is not authorised by the CUSTOMER's change approval board ("CAB"). The CAB will comprise of representatives from the SERVICE PROVIDER and the CUSTOMER therefore no release can be deployed without the CUSTOMER's prior approval.

5.14.3	M	The SERVICE PROVIDER shall agree the extent of any testing, including regression testing, that is to be applied to a release.
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The SERVICE PROVIDER will provide the required assistance and support to the CUSTOMER to tests any supported applications. The licence for the testing software and the core effort to carry out the tests will be provided or procured by the CUSTOMER.

5.15 Test Management Services

5.15.1	M	<p>The SERVICE PROVIDER shall be responsible for testing the service to provide confidence to the CUSTOMER that it meets all of the requirements. This must include, but may not be limited to:</p> <ul style="list-style-type: none">a. Test planning;b. Test preparation;c. Provision and operation of all test environments and tools, including for performance and volumetric testing;d. Provision of test data and test stubs;e. Undertaking all tests and recording the results;f. Preparing test reports.
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The SERVICE PROVIDER will meet this requirement through the appointment of a test leader per release to manage that all services are delivered as specified.

The SERVICE PROVIDER will as part of its Application Development Proposal provide the CUSTOMER with details of any test tools and test environments to be provided by the CUSTOMER. The SERVICE PROVIDER shall provision any test tools for use once supplied and given the necessary system access by the CUSTOMER. The SERVICE PROVIDER shall utilise testing tools and processes to provide the CUSTOMER with a rigorous, repeatable long term testing regime.

Once the CUSTOMER has supplied the SERVICE PROVIDER with the appropriate environment and given the necessary system access, the SERVICE PROVIDER will manage the implementation of both SERVICE PROVIDER and CUSTOMER supplied tools.

5.15.2	M	<p>The scope of testing shall include, but may not necessarily be limited to:</p> <ul style="list-style-type: none">a. integration testing of functional and non-functional requirements, to confirm the correct integration of the application(s) with interfacing systems;b. User Acceptance Testing (UAT), to confirm that the user experience following transition will be at least as good as prior to transition;c. performance testing, to confirm that the level of performance following transition will be at least as good as that prior to transition;d. security testing, including penetration testing;e. Operational Acceptance Testing (OAT) in a Customer live-like environment, to confirm that the Application(s) can be supported effectively and efficiently in the live environment.
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The SERVICE PROVIDER will perform unit, system, integration, user acceptance testing and operational acceptance testing where applicable.

Given the lower complexity and size of many application changes, regression, operational, security/controls and volume/ performance testing will not be required to ensure the quality and reliability of most changes but may be performed on larger releases, where agreed with the CUSTOMER.

5.15.3	M	The SERVICE PROVIDER shall allow the CUSTOMER to witness any testing as the CUSTOMER requires.
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The SERVICE PROVIDER will allow the CUSTOMER to witness any elements of testing as required whether performed on the CUSTOMER's premises or at a secure SERVICE PROVIDER delivery centre. CUSTOMER involvement in testing is always encouraged and in the case of UAT is essential.

5.15.4	M	The SERVICE PROVIDER shall record all tests as they are undertaken, including capturing the details of all defects
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Under the guidance of a test lead and using its ITIL® consistent process, the SERVICE PROVIDER team will record all tests undertaken including capturing all defect details and documenting the steps that caused the defect. Any defects identified during testing will be logged in a defect Log and/or tracking tool.

5.15.5	M	The SERVICE PROVIDER shall track the status of Defects from the point of identification until they have been closed.
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The SERVICE PROVIDER will log all identified defects and track their progress until confirmation from the CUSTOMER that they can be closed. A regular defect status report will be produced.

5.16 Service Quality

5.16.1	M	The SERVICE PROVIDER shall be responsible for the management of the quality of all services provided.
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The SERVICE PROVIDER will meet this requirement.

The SERVICE PROVIDER's track record in service quality is governed by its ISO9000-compliant quality management system to which all its Application Management services adhere.

5.16.2	M	The SERVICE PROVIDER shall put in place an industry recognised quality methodology to maintain and improve on service quality through a constant cycle of agreeing, monitoring, reporting and improving the current levels of service.
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The SERVICE PROVIDER will put in place its CMMI Level-3 rated quality methodology, which will - through a constant cycle of agreeing, monitoring, reporting and improving the levels of service - maintain and improve on service quality.

5.16.3	M	The SERVICE PROVIDER shall develop and maintain a quality plan which must describe how the quality of all services delivered under the Contract will be managed, maintained and progressively improved.
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This requirement will be met through the creation of a service quality plan ("SQP"), which will:

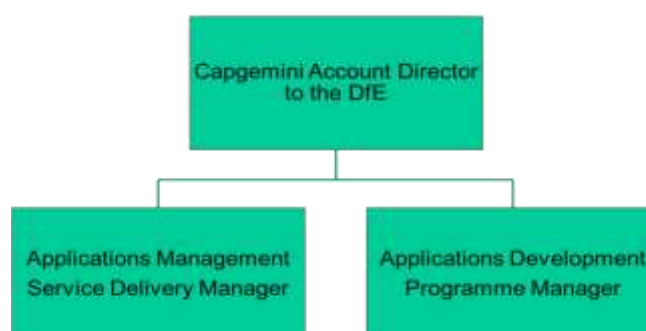
- Define the strategy for quality assurance and establishes a common understanding of the approach to deliver the service
- Define the SERVICE PROVIDER's service responsibilities
- Document or references the specific versions of applicable procedures, standards and methods
- Provide an outline of the technical environment
- Identify that the appropriate resources and procedures needed to deliver services meets the contractual requirements and the service levels; and
- be reviewed throughout the Contract to see that it remains current and relevant to the CUSTOMER's requirements.

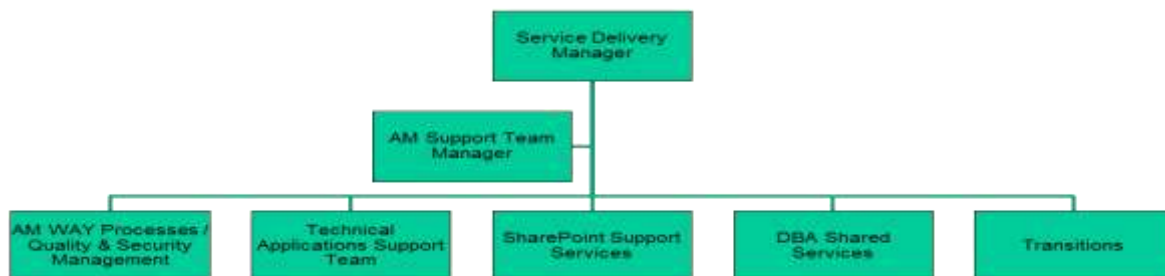
Compliance with the SQP will be audited by the SERVICE PROVIDER every 12 months.

5.16.4	M	The SERVICE PROVIDER shall provide the CUSTOMER with an organisation chart showing the management structure for the Services.
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The SERVICE PROVIDER will meet this requirement.

The following organisation charts are provided in response to this question:





In addition, the SERVICE PROVIDER will provide a full-time security manager for the first month after the Effective Date with 4 man-days of effort per month thereafter to help prepare the security plan and assist in expediting the approval processes.

5.16.5	M	The SERVICE PROVIDER shall ensure that any individuals used to provide Services have appropriate competencies, experience and training for the work that they are undertaking.
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Only individuals with the requisite competency, know-how and training are assigned to the CUSTOMER. Training is made available to SERVICE PROVIDER staff to enable to them to work with new versions of software and tools.

5.17 Change Management

5.17.1	M	There shall be two processes for reviewing change requests as follows: <ol style="list-style-type: none"> Standard changes (including adds, moves and changes) which are defined as changes which have been agreed with the CUSTOMER have low impact on the existing ICT environment and do not require further authorisation beyond the change originator; Normal changes, which are defined as changes which have a major impact on the existing ICT environment and require the CUSTOMER's ICT and business management sign-off.
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The SERVICE PROVIDER will make use of SERVICE PROVIDER's request for work process to manage both minor and major changes as defined in the requirement above. This ITIL® consistent process distinguishes between both types of change. Major changes will be referred to the SERVICE PROVIDER application development service for implementation after an initial assessment and if necessary will be reflected in the Contract via the Contract Change Procedure.

5.17.3	M	Any authorised employee of the CUSTOMER or the SERVICE PROVIDER shall be able to propose a change to the service (change request).
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Only authorised SERVICE PROVIDER or CUSTOMER personnel will propose change requests. Authorised CUSTOMER employees and suppliers will be agreed and an authorisation list will be reviewed on a quarterly basis. Only changes approved by an authorised CUSTOMER representative will be taken forward.

5.17.4	M	The Supplier shall be responsible for managing and recording all change requests and the systems and processes which are used to deliver them.
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The SERVICE PROVIDER will meet this requirement.

A SERVICE PROVIDER change manager will be responsible for managing and recording all change requests related to the services and the systems and processes delivering them. On receipt of a change, the SERVICE PROVIDER will record all details in its 'TeamForge' or such other tools may be used from time to time. The SERVICE PROVIDER will track and report on progress throughout the change lifecycle and verify closure confirmation is recorded on completion.

5.17.6	M	The Supplier shall respond to all minor change requests within two (2) Working Days.
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The SERVICE PROVIDER will respond to all minor change requests within two (2) Working Days. The SERVICE PROVIDER will record the request receipt and track the response. All request response rates will be reported on in the monthly service report. Evidence of response to service level target will be included in the monthly service report together with a detailed analysis of all estimate turn-around times.

5.17.7	M	<p>The process for handling requests for change shall be as follows:</p> <ul style="list-style-type: none"> a. The CUSTOMER will provide a written description of the required change to the Supplier; b. Within 2 Working Days the SERVICE PROVIDER shall respond with: <ul style="list-style-type: none"> 1. An explanation of why the change is not feasible or sensible; or 2. A change implementation proposal; or 3. Referral to the application development service; c. The CUSTOMER will review the SERVICE PROVIDER's response and either: <ul style="list-style-type: none"> 1. Decide not to proceed further with the change; 2. Authorise the Supplier to send the change to the application design service;
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		<p>3. Authorise the SERVICE PROVIDER to commence work on the implementation of the change in accordance with the change implementation proposal;</p> <p>4. Request that the SERVICE PROVIDER makes changes to the change implementation proposal and resubmits it.</p> <p>d. In the event that a new or modified change implementation proposal is submitted by the SERVICE PROVIDER, then it will be reviewed as per step c. above.</p>
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The SERVICE PROVIDER will meet this requirement.

The SERVICE PROVIDER 's change manager will verify that the process for handling requests for change is fully complied with and that the SERVICE PROVIDER adheres to the steps above.

5.17.8	M	<p>The change implementation proposal must include:</p> <p>a. A technical description of how the change will be implemented, including details of testing and training;</p> <p>b. A plan for the implementation of the change;</p> <p>c. An explanation, including man-days referenced against the 'Skills Framework for the Infrastructure Age' (SFIA), of the cost of the change, including the costs of:</p> <ol style="list-style-type: none"> 1. all hardware, software and licences required; 2. any increase/decrease in running costs (e.g. communications or support costs); 3. updating all affected system documentation, processes and procedures; 4. testing, training, update of security documentation and arrangements; 5. any other cost items relevant to the specific change; <p>d. The proposed payment mechanism and pricing;</p> <p>e. Details of any impact on the existing services while the change is being implemented;</p> <p>f. Details of any dependencies on the CUSTOMER;</p> <p>g. Details of all significant risks relating to the implementation.</p>
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The SERVICE PROVIDER will meet this requirement.

The SERVICE PROVIDER's change manager will verify that all change implementation proposals contain the contents referred to above.

5.17.10	MR	The SERVICE PROVIDER shall state whether there are any man-days included within the support costs to cover minor changes and enhancements.
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Minor Enhancement days will be utilised to cover any spare capacity from the assigned SERVICE PROVIDER dedicated support resource who deliver contractual CUSTOMER base service application support services.

Spare capacity being defined as being within a normal working day at times when priority incident management and related activities are not required.

5.18 Service Levels

5.18.1	I	It should be noted that planned maintenance agreed with the CUSTOMER shall not be counted as a period of non-availability for performance monitoring purposes, as long as it is properly agreed and authorised with the CUSTOMER.
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The SERVICE PROVIDER shall adhere to this requirement.

5.18.2	I	It should be noted that outages of the CUSTOMER'S Infrastructure as a Service (IaaS) or Wide Area Network ("WAN") infrastructure shall not be counted as a period of non-availability for performance monitoring purposes.
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The SERVICE PROVIDER acknowledges this requirement. Availability will be measured at a point within the Ordered Software Applications Services that is within the Contractor's control and unavailability of any system that caused by any infrastructure or services that are not supported and controlled by the Contractor will be excluded from the period of non-availability.

5.18.3	M	Applications shall be categorised into one of three categories to define the required service levels and response times. The three categories are: <ul style="list-style-type: none"> a. Category 1 "Gold": Highest service levels – high importance to the business and to provision of CUSTOMER services. b. Category 2 "Silver": Medium service levels and importance. c. Category 3 "Bronze: Lowest services levels – low business importance.
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The SERVICE PROVIDER agrees with the above categorisation.

5.18.4	M	The availability of the service, measured per application over any rolling 4 week period, shall be at least: <ul style="list-style-type: none"> a. 99.95% during at all times for 'Gold' services;
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		<p>b. 99.90% during Core Hours and 99.5% at all other times for ‘Silver’ services;</p> <p>c. 99.50% during Core Hours and 95% at all other times for ‘Bronze’ services.</p>
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The SERVICE PROVIDER will deliver service in accordance with this requirement.

5.18.5	I	<p>The availability of the services shall be calculated as follows:</p> <p>a. Percentage availability = $[T-P-X-(U*I/100) \text{ incident 1}-(U*I/100) \text{ incident 2}.....] * 100 / [T-P]$ where:</p> <ol style="list-style-type: none"> 1. T = total number of minutes in period; 2. P = number of minutes of planned service outage agreed by the CUSTOMER; 3. X = number of minutes of unplanned IaaS and WAN outage; 4. U = number of minutes of unplanned outage (high priority incident); 5. I = percentage of users impacted by the outage (high priority incident).
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The SERVICE PROVIDER acknowledges this requirement.

5.18.6	M	<p>The Supplier shall take action to minimise the number and duration of disruptions to user services. Specifically:</p> <ol style="list-style-type: none"> a. All planned disruptions to user services must be authorised in advance by the CUSTOMER; b. Planned activities which disrupt user services are to be undertaken outside the Core Hours; c. At least three (3) Working Days’ notice is to be given of planned maintenance affecting user services; d. At least thirty (30) minutes’ notice is to be given of essential unplanned maintenance activities; e. No more than one (1) unplanned disruption to the services is to occur during Core Hours in any two week period.
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The SERVICE PROVIDER agrees that:

- Every planned disruption will have prior approval of the CUSTOMER.
- Planned disruptions will be carried out in the non-core business hours until and unless it becomes critical to business to put the systems down during the core business hours.
- A report of future planned outages will be prepared on quarterly basis. In addition, the CUSTOMER will be notified three (3) Working Days prior to the next planned downtime and an approval will be sought to continue with that planned outage.

- For any essential unplanned maintenance activities the SERVICE PROVIDER will inform the CUSTOMER at least thirty (30) minutes before putting the systems down. The SERVICE PROVIDER will seek an approval before putting the systems down.
- No unplanned disruptions should happen during the Core Hours. However, under unavoidable situations, the SERVICE PROVIDER will take remedial action to avoid a recurrence of that outage.

5.18.7	M	The SERVICE PROVIDER shall provide extended hours of Support Desk provision or change of category when requested to do so by the CUSTOMER for individual applications. These requests shall be managed under the Contract Change Procedure.
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The CUSTOMER can request an extension of hours for service provision or a change of category through the Contract Change Procedure. This can be set up for a specific period (e.g. to cover a peak business period) or indefinitely.

5.19 Documentation Services

5.19.1	M	The SERVICE PROVIDER shall develop and maintain documentation describing all of the systems and procedures used to provide services to the CUSTOMER.
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The SERVICE PROVIDER will maintain and provide requested documentation.

5.19.2	M	This documentation shall include, for all systems used to provide services to the CUSTOMER: a. Administration, operating procedures, minor enhancement requests, transitions and system decommissions.
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The SERVICE PROVIDER will follow document management process in accordance with “AMWay”, our CMM and ITIL® complaint process.

All documents will be stored on TeamForge, the SERVICE PROVIDER’S chosen document management system.

5.19.3	M	The SERVICE PROVIDER is to deliver a full copy of the system documentation within five (5) Working Days of being requested to do so by the CUSTOMER.
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All application system documentation is stored on the CUSTOMER’S content management system with appropriate access rights controlled by the CUSTOMER.

5.19.4	M	The SERVICE PROVIDER is to provide the CUSTOMER with online read only access to examine the system documentation at all times.
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All application system documentation is stored on the CUSTOMER’S content management system with appropriate access rights controlled by the CUSTOMER.

5.20 Meetings

5.20.1	M	The SERVICE PROVIDER'S service manager, and other SERVICE PROVIDER staff as deemed appropriate by the CUSTOMER, shall attend monthly review meetings, as detailed in the Contract.
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The SERVICE PROVIDER's service manager will attend monthly review meetings as detailed in the Contract.

In addition to the monthly review meetings, the SERVICE PROVIDER will also attend other regular meetings with the CUSTOMER such as quarterly account reviews. Attending SERVICE PROVIDER personnel will take the minutes at all these service meetings and distribute them electronically to all relevant parties.

6. APPLICATION DEVELOPMENT SERVICE

6.1 Overview

6.1.1	M	<p>The SERVICE PROVIDER shall provide application development services to develop new applications and/or enhance existing ones that have been developed as requested by the CUSTOMER. This shall include as a minimum:</p> <ul style="list-style-type: none">a. Requirements capture and analysis;b. Application design, including identification of the optimum use of the CUSTOMER's IaaS services;c. Application build and integration;d. Testing;e. Training;f. Service management and post implementation support;g. Deployment.
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The SERVICE PROVIDER will meet this requirement when requested by the CUSTOMER.

6.1.2	M	<p>The SERVICE PROVIDER shall if requested by the CUSTOMER provide development services relating to applications developed using a range of technologies, including but not limited to:</p> <ul style="list-style-type: none">a. .net;b. Java;c. Oracle;d. Microsoft SQL Server;e. Microsoft SharePoint;f. Microsoft Dynamics;
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		<ul style="list-style-type: none"> g. Ruby 3 (on Rails); h. Linux; i. Apache; j. VBA; k. Microsoft Access; l. ASP; m. ColdFusion; n. Sitecore; o. HTML; p. UNIX.
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The SERVICE PROVIDER will provide development services using a range of technologies, including those listed above.

6.1.3	M	<p>The SERVICE PROVIDER shall be able to use different development methods as appropriate to the requirement, including:</p> <ul style="list-style-type: none"> a. traditional 'waterfall' approaches; b. agile methods.
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The SERVICE PROVIDER will use development methods such as waterfall and/or agile methods as appropriate and agreed with the CUSTOMER to develop applications. Both methods are supported by a combination of specific and common tools and processes.

6.1.4	M	<p>The SERVICE PROVIDER shall ensure that with any application development activity:</p> <ul style="list-style-type: none"> a. the design takes account of all CUSTOMER: <ul style="list-style-type: none"> 1. architectural principles and standards extant at the time of development; 2. IS, IT and other applicable strategies and roadmaps; b. best use is made of relevant CUSTOMER IaaS services including for development and testing; c. full documentation is provided of the design and implementation, such that: <ul style="list-style-type: none"> 1. the CUSTOMER can technically assure the design; 2. the application can be transitioned, managed and modified by any future service provider; d. the introduction of the new or modified application does not have any adverse impact on users or the business.
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		e. is capable of accommodating changes to the CUSTOMER requirements throughout the design and development lifecycle.
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The SERVICE PROVIDER will:

- Provide a design that takes account of the CUSTOMER architectural principles, standards and roadmaps.
- Use a development and test domain supplied by the infrastructure provider.
- Provide full documentation of the design and implementation.
- Undertake rigorous testing with quality gate reviews prior to any implementation.
- Use Agile RUP to ensure that application development is capable of accommodating changes throughout the lifecycle.

3.1. Management and Reporting

6.2.1	M	The SERVICE PROVIDER shall appoint an application development manager to be responsible for all application development Services.
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The SERVICE PROVIDER will appoint an application development manager for all application development services to be provided by the SERVICE PROVIDER.

6.2.2	M	The application development manager shall be responsible for producing a monthly application development report and presenting it to the CUSTOMER, detailing: <ol style="list-style-type: none"> the overall progress of all open Requests against the agreed plans; any changes to the agreed costs for running and managing the individual Requests with detailed reasons for the changes; risks and issues to the delivery of the requests; impact on existing services while requests are being implemented; dependencies on the CUSTOMER or its other service providers.
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The SERVICE PROVIDER will report against the above items for the CUSTOMER through the monthly services report, which is reviewed with the CUSTOMER contracts team at the application delivery service group meetings.

6.2.3	M	The Application Development Manager shall attend meetings with the CUSTOMER on a monthly basis or as requested by the CUSTOMER.
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The application development manager will attend monthly and other meetings, as requested. In the current service, he attends the CUSTOMER application delivery service group meetings to cover all aspects of application development, progress, risks and issues, costs, and customer satisfaction.

6.2.4	M	The application development manager shall submit the report to the CUSTOMER at least two (2) Working Days prior to the monthly meeting with the CUSTOMER.
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The report will be submitted at least two (2) Working Days before the monthly meeting. The report will be circulated by e-mail to a pre-agreed circulation list and also available on the SERVICE PROVIDER/CUSTOMER shared SharePoint workplace.

6.2.5	M	The application development manager shall be responsible for appointing project managers as appropriate to manage individual requests.
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The SERVICE PROVIDER's application development manager will work with our internal resourcing team to select the project manager with the right skills. The SERVICE PROVIDER will provide project managers for interview with the CUSTOMER.

6.2.6	M	The project manager shall be responsible for the production of the application development proposal.
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The SERVICE PROVIDER's allocated application project manager will be responsible to produce the relevant application development proposal.

6.2.7	M	The Project manager shall be responsible for maintaining the plan for each Request including: <ul style="list-style-type: none"> a. timescales for the request including: <ul style="list-style-type: none"> 1. production of the proposal; 2. resource allocation and management; 3. design and development; 4. build; 5. implementation; b. dependencies on the CUSTOMER and its other service providers; c. Risks, issues and mitigations for the delivery of the request, and to any other CUSTOMER services.
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The SERVICE PROVIDER'S allocated project manager will own the relevant request through to implementation including dependencies and risks, issues and mitigations as required above.

6.2.8	M	The project manager shall report on the plan monthly, or more frequently as agreed, to the CUSTOMER'S appointed project manager for the Request.
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In line with the requirement, the SERVICE PROVIDER's project manager will report on the plan monthly, or more frequently as agreed, to the CUSTOMER's nominated project manager.

6.2 Application Development Process

6.3.1	I	<p>The CUSTOMER shall specify its requirements for Application Design Services in a Request for Application Development Services document using an RFQ raised in accordance with the provisions of Schedule 2 – 7 which will include, as appropriate:</p> <p>The CUSTOMER shall specify its requirements for application design services in a request for application development services document which will include, as appropriate:</p> <ol style="list-style-type: none"> an overview of the new capabilities required and of the business drivers for them; detailed functional and non-functional requirements; target timescales; other requirements and constraints, for example: <ol style="list-style-type: none"> architectural principles and standards compliance; IS / IT strategy compliance; requirements for design and other documentation; testing requirements.
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The SERVICE PROVIDER acknowledges this requirement.

6.3.2	M	<p>The process for handling request for application development services shall be as follows:</p> <ol style="list-style-type: none"> the CUSTOMER will provide a written description of the requirement to the SERVICE PROVIDER; the SERVICE PROVIDER shall appoint a project manager for the request; within 10 Working Days the SERVICE PROVIDER shall respond with: <ol style="list-style-type: none"> an application development proposal; or an estimate of the cost and time to develop an application development proposal where the complexity of the request
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		<p>means that more than ten (10) man days of effort is required to develop the required proposal; or</p> <p>3. an explanation of why the requirement is not feasible;</p> <p>d. the CUSTOMER will review the application development proposal and either:</p> <ol style="list-style-type: none"> 1. decide not to proceed further with the proposal; or 2. authorise the SERVICE PROVIDER to spend additional time/effort to develop the application development proposal where further time or effort was required; 3. authorise the SERVICE PROVIDER to commence work on the implementation of the development in accordance with the application development proposal; 4. request that the SERVICE PROVIDER makes changes to the application development proposal and resubmit it. <p>e. in the event that a new or modified implementation proposal is submitted by the SERVICE PROVIDER, then it will be reviewed as per step d above.</p>
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The SERVICE PROVIDER will meet this requirement.

On receipt of a written description of the requirements, the SERVICE PROVIDER will appoint a project manager to oversee the request and manage the response within the specified ten (10) man days of effort in accordance with steps 6.3.2 a, b and c. The project manager will act as the primary contact person during the following CUSTOMER review of the document in support of 6.3.2 d and e.

6.3.3	I	Application Development Proposals will be provided at no Charge to the CUSTOMER.
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The SERVICE PROVIDER shall meet this requirement.

6.3 Application Development Proposal

6.4.1	M	<p>The Application Development Proposal produced by the SERVICE PROVIDER in response to a RFQ raised by the CUSTOMER in accordance with Schedule 2 – 7 shall include:</p> <p>The Application Development Proposal shall include:</p> <ol style="list-style-type: none"> a. an executive summary identifying the timescale for delivery using the approach proposed and the associated costs for delivery and application management; b. a technical description of how the new design or development will be implemented, including details of IaaS hosting approach, testing and training; c. a plan for the implementation of the design or development; d. the approach to design or development, covering:
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		<ol style="list-style-type: none"> 1. what design documents are to be produced; 2. information assurance considerations, including whether: <ol style="list-style-type: none"> i. the agreed assurance documents need to be modified or developed; ii. changes to The CUSTOMER'S documents are likely to be required. 3. service management and service levels to be adopted (including details of the post implementation support) when the application has been delivered; 4. build; 5. test and acceptance; 6. deployment to live running; e. project management aspects including: <ol style="list-style-type: none"> 1. tasks, timescales and milestones; 2. risks, issues, assumptions and associated mitigations; f. a fixed price, including man-days, for the required Application Development Services, identifying the price breakdown in terms of: <ol style="list-style-type: none"> 1. all hardware, software and licences required; 2. any increase/decrease in running costs (e.g. communications or support costs); 3. updating all affected system documentation, processes and procedures; 4. testing, training, update of security documentation and arrangements; 5. any other cost items relevant to the specific change; g. the proposed payment mechanism and pricing; h. details of the resources to be used, including SFIA grade and CVs for key staff if not already known to the CUSTOMER; i. details of any impact on the existing services while the design or development is being implemented; j. details of any dependencies on the CUSTOMER, or its other service providers; k. details of all significant risks relating to the implementation, including countermeasures and contingencies.
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The SERVICE PROVIDER will meet this requirement.

On receipt of a request for an application development services document, a proposal will be prepared with an executive summary section (addressing 6.4.1 a) followed by an Understanding of Requirements section in which the SERVICE PROVIDER will capture functional and non-functional requirements, standards, architecture principles and business drivers for the requested change. After capturing and reviewing the requirements, the SERVICE PROVIDER will provide a technical explanation of the solution within a Solution Architecture section which will describe how the proposed solution addresses the functional and non-functional requirements, and also the relevant standards, principles and business drivers.

6.4 Requirements Capture

6.5.1	M	Where requested by the CUSTOMER, the SERVICE PROVIDER shall engage with the CUSTOMER'S stakeholders to capture and develop detailed requirements from high-level business requirements.
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The SERVICE PROVIDER will work with stakeholders from both the business and IT to capture and develop the detailed requirements.

6.5.2	M	<p>Where requested by the CUSTOMER, the SERVICE PROVIDER shall support the CUSTOMER in establishing and maintaining the definitions of required business capability, both functionally and non-functionally. These support activities include, but are not limited to:</p> <p>Where requested by the CUSTOMER, the SERVICE PROVIDER shall support the CUSTOMER in establishing and maintaining the definitions of required business capability, both functionally and non-functionally. These support activities comprise:</p> <ul style="list-style-type: none"> a. analysis of statements of business capability and associated requirements to establish whether they are necessary and sufficient; b. analysis of requirements to balance stakeholder needs and constraints; c. validation of requirements to ensure resulting products and services perform as intended both in terms of meeting stated business capabilities and operating within the CUSTOMER'S ICT environment and to the stated architecture.
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The SERVICE PROVIDER will apply a rigorous approach to validating requirements to verify that the resulting products meet business capabilities and operate within the constraints of the environment and architecture standards. Requirements will be:

- Tested against constraints (The SERVICE PROVIDER will help prioritise requirements where required).
- Mapped against technical options. Any required changes in the current ICT environment will be presented as part of the option evaluations.

The SERVICE PROVIDER will identify any gaps or overlaps and elaborate/clarify the requirements as required.

6.5.3	M	When requested by the CUSTOMER, the SERVICE PROVIDER shall identify and evaluate alternative solutions to business problems raised by CUSTOMER stakeholders.
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The SERVICE PROVIDER will seek to identify and evaluate alternative solutions in response to customer stakeholder's problems. Such alternative solution evaluations may include total cost of ownership as well as technical and immediate cost considerations.

6.5.4	M	The developed requirements shall be presented in a statement of requirements to the CUSTOMER and appropriate stakeholders.
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All developed requirements will be presented to the CUSTOMER and other appropriate stakeholders in a statement of requirements. This will comprise:

- **Functional requirements:** these may be captured as a series of use cases exploring business scenarios written in business terms, it will include screen, field validation etc. when relevant
- **Non functional requirements:** technical or compliance aspects e.g. performance goals
- **Interface requirements (or integration specification):** include transformations in data required by the business, validation on data as well as business processes for handling exceptions.

6.5 Application Development Design

6.6.1	M	The SERVICE PROVIDER shall undertake application design in accordance with the agreed application development proposal.
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The SERVICE PROVIDER will agree the design approach to use within the proposal and then adhere to that within execution. Progress and adherence to process is reviewed and reported on a weekly basis by the SERVICE PROVIDER's engagement manager. Application design normally takes the form of a scrum-aligned process using 'Agile RUP' ('Rational Unified Process'), but a waterfall-aligned approach may also be used in event of very simple requirements or in cases of significant up-front investment of infrastructure or third-party services. The SERVICE PROVIDER is also able to cater for combinations of 'Agile RUP' and waterfall, with the infrastructure and platform architecture designed using a waterfall approach and the custom applications designed using 'Agile RUP'.

6.6.2	M	The SERVICE PROVIDER shall provide all design documents to the CUSTOMER for technical assurance and shall update the documents taking into account any CUSTOMER comments.
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The SERVICE PROVIDER'S preferred application development design approach is based on 'Agile RUP', which combines industry best practice with agile techniques and is equally applicable for new software development, and enhancements or non-urgent repairs. . Within an Agile RUP approach and also, where applicable, within a waterfall approach, the SERVICE PROVIDER will issue design documents and make sure they are updated based on comments received.

6.6 Application Development Build

6.7.1	M	The SERVICE PROVIDER shall carry out the build in accordance with the agreed application development proposal.
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The SERVICE PROVIDER will document the development approach within the agreed proposal and execute the build accordingly.

6.7.5	M	The SERVICE PROVIDER shall liaise as necessary with the CUSTOMER and appropriate third parties to achieve integration with existing systems or services.
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The SERVICE PROVIDER shall liaise as necessary with the CUSTOMER and appropriate third parties to achieve integration with existing systems or services. The CUSTOMER shall own the overall management of its other suppliers and external parties and be responsible for their execution of tasks.

6.7 Application Development Testing

6.8.1	M	The SERVICE PROVIDER shall carry out testing in accordance with the agreed application development proposal.
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The SERVICE PROVIDER will meet this requirement.

The SERVICE PROVIDER will agree the test approach to use within the proposal and then adhere to that within execution.

6.8.3	M	Application development testing shall as a minimum include: <ul style="list-style-type: none">a. integration testing, to confirm the correct integration of the application(s) with interfacing systems;b. User acceptance testing, to confirm that the user experience following development activity will be at least as good as prior to it;c. performance testing, to confirm that the level of performance following development will be at least as good as that prior to it;d. security testing;e. Operational acceptance testing , to confirm that the application(s) can be supported effectively and efficiently in the live environment.
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The SERVICE PROVIDER will provide extensive testing including 6.8.3 a through to e.

6.8.4	M	The SERVICE PROVIDER shall provide draft test documentation for review by the CUSTOMER at least two (2) weeks prior to the scheduled start of any testing.
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The SERVICE PROVIDER will meet this requirement.

The SERVICE PROVIDER will draft test documentation two (2) weeks before testing.

6.8.5	M	The SERVICE PROVIDER shall take full responsibility for the test program, including liaison with third parties.
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The SERVICE PROVIDER will meet this requirement, through liaison with the CUSTOMER to ensure proper preparation and cleanup (e.g. virtual snapshots and reverts).

6.8.6	M	The SERVICE PROVIDER shall allow the CUSTOMER to witness any testing as the CUSTOMER requires.
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The SERVICE PROVIDER shall allow the CUSTOMER to witness any testing required, which will provide transparency through use of iterative development cycles with active stakeholder involvement.

6.8 Application Development Deployment

6.9.3	M	The SERVICE PROVIDER shall carry out deployment in accordance with the agreed application development proposal and the release processes defined in Section 5 of this Annex.
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The SERVICE PROVIDER will meet this requirement.

The SERVICE PROVIDER shall carry out deployment only when authorised by the CUSTOMER's change approval board. The CAB will comprise of representatives from the SERVICE PROVIDER, the CUSTOMER and any other relevant CUSTOMER service partners. . The content of each application release will be determined based on business priorities, the development schedule, and approach, as well as the timelines, and may incorporate a number of changes in one release.

6.9.4	M	The deployment process shall be capable of being reversed with minimum disruption to services.
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All deployments will contain regression instructions in the event of the SERVICE PROVIDER having to remove the change and restore the application to its original state. Where possible the SERVICE PROVIDER will try to minimise the potential reversion impact on users by taking backups or individual resources that can be reinstated without having to roll back the full server and database. The SERVICE PROVIDER will provide a reversion plan for each deployment.

SCHEDULE 2-3

THE CHARGES, CHARGES VARIATION PROCEDURE

INTRODUCTION

- 1.1 This Schedule details:
- 1.1.1 the Charges and future Charges for the Ordered Software Application Solutions;
 - 1.1.2 the Charges Variation Procedure applicable to this Contract;
 - 1.1.3 the Enhancements Charges procedure;
 - 1.1.4 Termination Charges.

2. THE CHARGES

- 2.1 Schedule 2-3 Annex A sets out the Charges payable for Ordered Software Applicable Solutions.
- 2.2 Schedule 2-3 Annex A also sets out the other Charges for services which will apply to such services if the CUSTOMER orders them in accordance with Schedule 2-7.
- 2.3 The Supplier may invoice for Charges during the month following the month in which the relevant services are rendered and the Customer shall pay all Invoices within 30 days of receipt of the invoice.

3. CHARGES VARIATION PROCEDURE

- 3.1 The Charges shall only be varied:
- 3.1.1 by agreement between the parties as an outcome of the Contract Change Procedure as set out in Schedule 2-7
 - (a) not used
 - 3.1.2 by agreement between the parties at any time to decrease or increase any of the Charges;
 - 3.1.3 not used; and
 - 3.1.4 not used.

4. INDEXING

- 4.1 On the first Day following each anniversary of the Effective Date, the Rate Card set out in Annex A to this Schedule shall be varied by the application of the following formula:

$$NC = EC * Z$$

Where: NC = New Charge

EC = Existing Charge, and

$$4.1.1 \quad = 1 + \frac{(\% \text{ change in RPIX Index})}{100}$$

100

5. INDEX

- 5.1 RPIX Index - The “Retail Prices Index excluding mortgage interest rates (RPIX)” as published by the Office of National Statistics. The measurement to be used in the variation calculation of the variable ‘Z’ in paragraph 4.1 of this Schedule shall be the percentage “Annual change” in the RPIX Index in respect of the most recent twelve (12) months for which published data is available.
- 5.2 Where the published figure specified in paragraph 5.1 of this Schedule is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended.
- 5.3 In the event that any changes occur to the basis of the RPIX Index, or it is no longer published, the adjusted index or, if appropriate, the revised formula shall be agreed by the AUTHORITY and the SERVICE PROVIDER.

6. IMPLEMENTATION OF ADJUSTED CHARGES

- 6.1 Charges varied in accordance with the provisions of this Schedule shall be amended by the SERVICE PROVIDER to take effect on the relevant date agreed by the parties.
- 6.2 Notwithstanding paragraph 6.1 of this Schedule, no amendment to the Charges pursuant to the provisions of paragraph 4.1 of this Schedule, shall be made during the first three (3) months after the Effective Date.

7. NOT USED

8. ENHANCEMENT SERVICES

- 8.1 The CUSTOMER may request additional development services from the SERVICE PROVIDER. “Minor Enhancements” are defined as enhancements to Ordered Software Application Solutions that are listed on the Systems Register that (i) do not have a fixed delivery date and (ii) will be no more than the equivalent of 30 Working Days’ effort from 1 resource to deliver (for example 15 Working Days’ effort from 2 resources).
- 8.2 Minor Enhancement days will be resourced using Spare Capacity (as defined below) from the assigned SERVICE PROVIDER’s Ordered Software Application Solutions team.
- 8.3 “Spare Capacity” is defined as time within a Working Day when Ordered Software Application Solutions (including but not limited to incident management and related activities) are not required.
- 8.4 The CUSTOMER will request the enhancement work in the form of a written request for quote (“RFQ”).
- 8.5 Following receipt of each RFQ the SERVICE PROVIDER will price that RFQ on the following basis:
- 8.5.1 Spare Capacity will be priced as zero; and
- 8.5.2 any other SERVICE PROVIDER resource will be priced in accordance with the Rate Card set out in Table 2 of Annex A to this Schedule 2-3. .

9. TERMINATION CHARGES

- 9.1 If the Customer terminates this Contract in accordance with Clause 10.2 then the Customer shall pay the Supplier the appropriate Termination Charge set out in Table 3 of Annex A to this Schedule 2-3.

Schedule 2-3 Annex A

1. INTRODUCTION

- 1.1 This annex to Schedule 2 – 3 contains details of Charges that are payable and future Charges that will be payable for services when Ordered by the CUSTOMER either at the Effective Date or subsequently through Schedule 2-7. Travel and Subsistence may be claimed by the SERVICE PROVIDER at the rates detailed within this Annex. This annex also sets out the process for varying Charges in the event of any Decommissioning and Charges related to termination of this Contract in accordance with Clause 10.2.
- 1.2 All prices in this Annex are stated net of VAT

2. TRAVEL AND SUBSISTENCE (T&S)

- 2.1 The SERVICE PROVIDER shall work with the CUSTOMER to minimise the impact on the public purse of T&S associated with the operation of the Contract.
- 2.2 Unless the SERVICE PROVIDER has an office in close proximity of the CUSTOMER office where a meeting is to be held (approx. 25 miles radius), where expenditure on T&S is identified as being necessary for the effective operation of the contract, T&S will be paid at the level commensurate with the CUSTOMER rates in place at the time the expenditure is incurred.
- 2.3 CUSTOMER rates in place as at 1st December 2018 are listed below. These rates are subject to change and any changes will be notified to the SERVICE PROVIDER and will apply from the date the new rate applies rather than the date of notification
- 2.3.1 Hotel accommodation bed and breakfast – London £110.00 including VAT and elsewhere £75.00 including VAT
- 2.3.2 Rail travel shall be restricted to standard class
- 2.3.3 Car mileage at the 'Public Transport Rate' of 0.45p per mile
- 2.3.4 Taxis only payable where their use can be justified against using public transport

3. APPLICATION MANAGEMENT SERVICE

- 3.1 Charges for Ordered Software Application Solutions will be on a set monthly charge to be paid by the Customer as set out in Table 1.
- 3.2 Charges in Table 1 are not subject to the indexation provisions contained within Schedule 2-3.

(2) Table 1 – Monthly service charge Charges from the Effective Date.

Month	Charge (GBP)
Dec-2018	£ 109,000
Jan-2019	£ 109,000
Feb-2019	£ 109,000
Mar-2019	£ 109,000
Apr-2019	£ 109,000
May-2019	£ 109,000

Jun-2019	£ 109,000
Jul-2019	£ 109,000
Aug-2019	£ 95,000
Sep-2019	£ 95,000
Oct-2019	£ 95,000
Nov-2019	£ 95,000
Dec-2019	£ 98,000
Jan-2020	£ 98,000
Feb-2020	£ 98,000
Mar-2020	£ 98,000
Apr-2020	£ 98,000
May-2020	£ 98,000
Jun-2020	£ 98,000
Jul-2020	£ 98,000
Aug-2020	£ 98,000
Sep-2020	£ 98,000
Oct-2020	£ 98,000
Nov-2020	£ 98,000
Dec-2020	£ 94,000
Jan-2021	£ 94,000
Feb-2021	£ 94,000
Mar-2021	£ 94,000
Apr-2021	£ 94,000
May-2021	£ 94,000
Jun-2021	£ 94,000
Jul-2021	£ 94,000
Aug-2021	£ 94,000
Sep-2021	£ 94,000

Oct-2021	£	94,000
Nov-2021	£	94,000
Total	£	3,556,000

3.3 Not used

3.4 Not used

3.5 Not used

3.6 Not used

4. Not used

5. Not used

6. PRICING OF OTHER SERVICES

6.1 Not used

6.2 Not used

6.3 The following Rate Card shall be applied to any services (including: future application transition, management activities, development activities, enhancement work agreed in accordance with paragraph 8.1 of Schedule 2-3 that is not resourced from Spare Capacity) required by the CUSTOMER which are not specifically priced in Table 1 during the Term. These rates shall be adjusted for inflation in Years 2 and 3 (from the Effective Date) in accordance with the provisions of Schedule 2-3.

Table 2 – Day Rates Application Management Services									
SFIA level		7	6	5	4	3a	3b	2	1
Strategy and Architecture	Technical Strategy and planning	1129	878	674					

Table 2 – Day Rates Application Management Services									
SFIA level		7	6	5	4	3a	3b	2	1
Business Change (BC)	BC Implementation	1129	878	674					
	B C Mgt	1129	878	674	536				
	BC Relationship Mgt	1129	878	674					
Service Management	Service Strategy	1129	878	674	536				
	Service Design				536	443			
	Service Transition				536	443	322		
	Service Operations Db					443	322	214	
	Service Operations Prob & Incident					443	322	214	179
Procurement & Management Support	Resource Mgt			674	536	443	322		
Client Interface	Account Mgt and Sales Support	1129	878						
Strategy and Architecture	Advice and Guidance	1512	1232	1012	797				
	Information Strategy	1512	1232	1012					

Table 2 – Day Rates Application Management Services									
SFIA level		7	6	5	4	3a	3b	2	1
	Business IT strategy and Planning	1512	1232	1012					
	Technical Strategy and planning	1512	1232	1012					
Business Change	BC Implementation	1512	1232	1012					
	BC Mgt	1512	1232	1012	797				
	BC Relationship Mgt	1512	1232	1012					
Solution Development and Implementation	System Development								
		1512	1232	1012	797	611	464	368	311
	Installation and Integration	1512	1232	1012	797	611	464	368	311
	Human Factors	1512	1232	1012	797	611	464	368	
Client Interfaces	Client Support (Marketing and Selling)	1512	1232						
	Client Support (Account Mgt and Support)								

Table 2 – Day Rates Application Management Services									
SFIA level		7	6	5	4	3a	3b	2	1
		1512	1232						

7. OPEN BOOK AND COST REDUCTIONS

- 7.1 The SERVICE PROVIDER will at 6 monthly intervals submit to the Customer an Open Book Statement (in the format set out in Appendix 1 to this Annex A to Schedule 2-3) related to the Ordered Software Application Solutions. The first Open Book Statement will be delivered within 30 days of the end of the period of six (6) months following the Effective Date.
- 7.2 The SERVICE PROVIDER shall have an ongoing obligation throughout the Term to identify new or potential improvements to the provision of the Services with a view to reducing the CUSTOMER's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the CUSTOMER. As part of this obligation, the SERVICE PROVIDER will identify and provide to the CUSTOMER:
- 7.2.1 an Open Book Statement once every six months. The Open Book Statement shall include the relevant data in respect of the immediately preceding six monthly period including details of the revenue generated from this service and the associated direct and indirect costs, margin and profit made for such period. The Open Book Statement will be based on and contain the information set out in the template set out in Appendix 1 to this Annex A to Schedule 2-3.
- 7.2.2 an operational report once every 3 months containing details of Services delivered and associated breakdown of staff utilisation. The staff utilisation will be measured using associated effort to demonstrate types of Service provided to the CUSTOMER. This will include the amount of effort expended on RFMEs, incidents, advice & guidance, CUSTOMER reporting and contractual processing requirements. The mechanics of how these are captured will be agreed by the respective operational teams cognisant of the fact that the capture of this data is not to be 'burdensome' to the extent that any potential capacity benefit is diluted due to the extra effort required.
- 7.3 The purpose of reporting in accordance with paragraph 7.2.2 is to assist the CUSTOMER in understanding the utilisation of capacity within the team and potential options for working in a different manner (for example change in business processes, reduced service levels, reduced service hours) in order to facilitate a discussion about potential use of any forecast unused capacity for other activities within the CUSTOMER or OGD, that can be orchestrated and managed jointly by the SERVICE PROVIDER and the CUSTOMER, with a view to reducing the Charges to the CUSTOMER for the Services.
- 7.4 For the avoidance of doubt, Charges reduction is dependent on the ability for the corresponding cost to be reduced by the SERVICE PROVIDER through reduced resource costs associated to this Contract.
- 7.5 In addition, the operational report may also assist the CUSTOMER to make programmatic decisions such as how the it can prioritise investment in Decommissioning and replacement work to help free capacity within the Services and increase the Spare Capacity.
- 7.6 In order to maximise the potential to realise this intent, both parties will work collaboratively. This will help sharing of information by the SERVICE PROVIDER as stated above and sharing of information by the CUSTOMER with material such as strategies, roadmaps and plans.
- 7.7 The SERVICE PROVIDER shall reduce monthly Charges set out in Table 1 as staff are redeployed or made redundant in accordance with the provisions of paragraph 6 of Schedule 2-11 subject to being able to meet its contractual commitments and obligations, such as SLAs.
- 7.8 The SERVICE PROVIDER shall collaborate on cost reduction and support the CUSTOMER to Identify where it can tolerate lower Service Levels within the current service delivery model/and or different service delivery models.

8. TERMINATION CHARGES

The following Charge shall be payable by the CUSTOMER to the SERVICE PROVIDER on termination of this Contract by the CUSTOMER in accordance with Clause 10.2. The CUSTOMER shall pay to the SERVICE PROVIDER the relevant termination charge ("Termination Charge") set out in Table 3 below dependent on the month (measured from the Effective Date) that the termination occurs. The relevant Termination Charge will become due and payable in the month immediately after the termination occurs.

End of month in which termination occurs (measured from the Effective Date where month 1 is the calendar month commencing on the Effective Date)	Termination Charge
24	£183,709.63
25	£167,915.45
26	£151,528.51
27	£135,141.57
28	£119,601.31
29	£104,907.73
30	£90,146.02
31	£75,452.45
32	£61,257.20
33	£47,061.95
34	£32,842.03
35	£16,455.09

APPENDIX 1

of Annex A to Schedule 2-3 – Open Book Statement Template

OPEN BOOK STATEMENT

Department for Education

	Legacy App Support	CLA	Total
	£'000	£'000	£'000
Revenue and Direct cost			
Revenue	0	0	0
Cost	0	0	0
Contribution	0	0	0
Margin %	0%	0%	0%
Allocated Overheads			
Indirect Costs	0	0	0
Support Costs	0	0	0
Business Development Costs	0	0	0
All Overheads	<u>0</u>	<u>0</u>	<u>0</u>
SUMMARY P&L TO GROSS PROFIT			
Revenue	0	0	0
Direct Cost	0	0	0
Contribution	<u>0</u>	<u>0</u>	<u>0</u>
Margin	0%	0%	0%
Overhead cost	<u>0</u>	<u>0</u>	<u>0</u>
Operating Profit/(Loss)	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>
Operating Profit/(Loss) %	<u><u>0%</u></u>	<u><u>0%</u></u>	<u><u>0%</u></u>

SCHEDULE 2-4

INVOICING PROCEDURE

1. INTRODUCTION

- 1.1 This Schedule sets out the Invoicing Procedure that shall apply to this Contract.

2. INVOICING PROCEDURE

- 2.1 Following the successful delivery of services to the CUSTOMER the SERVICE PROVIDER shall, in accordance with the payment profile

- 2.1.1 Invoices should be emailed in PDF format to:

APinvoices-DFE-U@sscl.gse.gov.uk

The invoices should be addressed to:

Department for Education

PO Box 407

SSCL

Phoenix House, Celtic Springs Bus. Park

Newport

NP10 8FZ

- 2.2 The SERVICE PROVIDER shall:

- 2.2.1 send all invoices on an agreed date once a month or as otherwise agreed;

- 2.2.2 send all the invoices in one monthly batch or as otherwise agreed; and

- 2.2.3 reflect the invoice number in the file name

- 2.3 Invoices shall specify:

- 2.3.1 the unique Purchase Order reference as detailed in Customer Order 001 and as otherwise advised in any subsequent orders issued in accordance with Schedule 2 – 7.

(a) a unique invoice number;

(b) The customer name as specified on the Purchase Order.

(c) the delivery milestone (if any) within this Contract to which the invoice relates and a summary of the corresponding Ordered Software Application Solutions;

(d) any Service Credits due

(e) the line value;

(f) total value excluding Value Added Tax;

- (g) the Value Added Tax percentage
- (h) the total value including Value Added Tax;
- (i) the tax point date relating to the rate of Value Added Tax shown; and
- (j) the SERVICE PROVIDER's SAP number (if applicable).

3. INVOICE PAYMENT

- 3.1 The CUSTOMER shall pay all valid invoices submitted by the SERVICE PROVIDER in accordance with the provisions of this Schedule in accordance with the provisions of Clause 5 of this Contract.
- 3.2 In the event of a disputed invoice, the CUSTOMER shall make payment in respect of any undisputed amount in accordance with the provisions of Clause 5 of this Contract and return the invoice to the SERVICE PROVIDER within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The SERVICE PROVIDER shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the SERVICE PROVIDER accepts the CUSTOMER's proposed amendments. If it does then the SERVICE PROVIDER shall supply with the response a replacement valid invoice. If it does not then the matter shall be dealt with in accordance with the provisions of Clause 21 of this Contract.

- 3.2.1 In the event of a late payment of an invoice the SERVICE PROVIDER shall notify the CUSTOMER by writing to the Service Management email mailbox

Capgemini.SUPPLIERMANAGEMENT@education.gov.uk

4. PAYMENT PROFILE

- 4.1 The Payment Profile in respect of the Ordered Software Application Solutions provided under this Contract is as detailed in Customer Order 001 as may be adjusted from time to time by the issue of additional orders in accordance with the provisions of Schedule 2-7.

SCHEDULE 2-5

ACCEPTANCE PROCEDURES

1. INTRODUCTION

- 1.1 The procedure for defining the Acceptance Procedures and the Acceptance Test Criteria to be used in the acceptance of the Ordered Software Application Solutions are as currently set out in the CUSTOMER's SOR. For ease of reference the requirements are repeated below. In the event of a conflict between this paragraph 1.1 and the content of the SOR, the content of the SOR shall prevail.
- 1.2 Not Used
- 1.3 For Application Management Services
 - 1.3.1 It shall be sufficient for the application to be recorded on the Systems Register held on behalf of the CUSTOMER by the SERVICE PROVIDER. As at the Effective date the Systems Register is as set out in Annex 1 and as updated from time to time by agreement between the parties.
- 1.4 For Application Development Services
 - 1.4.1 The CUSTOMER will within the Request for Quotation identify testing, Acceptance Procedures Test Criteria to be deployed during Application Development.
- 1.5 Unless otherwise stated in an RFQ or RFTS raised in accordance with Schedule 2 – 7, the CUSTOMER's detailed requirements for testing and acceptance will be as set out in Annex 2 to this Schedule.

2. ACCEPTANCE PROCEDURES – BASIC PARAMETERS

- 2.1 The SERVICE PROVIDER will comply with the Acceptance Procedures and Acceptance Test Criteria as set out in section 1 of this Schedule, as may from time to time be amended or enhanced through the Contract Change or Work Order Process as detailed in Schedule 2-7.
- 2.2 The Acceptance Procedures shall be recorded as unsuccessful where any of the Acceptance Test Criteria are not met.
- 2.3 In the event that the Acceptance Procedures in respect of each Ordered Software Application Solution or any part thereof, have not been recorded as successful pursuant to paragraph 2.2 of this Schedule by the end of the relevant Acceptance Test Period, the CUSTOMER will extend the Acceptance Test Period by a period of ten (10) Working Days (or such other period as the parties may agree) during which the SERVICE PROVIDER shall correct the faults which caused the Acceptance Procedures to be recorded as unsuccessful and the Acceptance Procedures shall be re-performed.
- 2.4 In the event that after the CUSTOMER has extended the Acceptance Test Period pursuant to paragraph 2.3 of this Schedule the relevant Acceptance Procedures have not been recorded as successful by the end of that period, the CUSTOMER shall, without prejudice to its other rights and remedies, be entitled to:
 - 2.4.1 extend the Acceptance Test Period for a further period (or periods) specified by the CUSTOMER during which the SERVICE PROVIDER shall correct the faults which caused the Acceptance Procedures to be recorded as unsuccessful and the Acceptance Procedures shall be re-performed; or
 - 2.4.2 reject the Services ordered under an RFQ or RFTS raised by the CUSTOMER in accordance with the provisions of Schedule 2-7 (or any part thereof), and receive ~~a full refund of all sums paid under this Contract in respect of that RFQ or RFTS, all~~

Contract Generated Intellectual Property Rights in which shall revert to and be assigned to the SERVICE PROVIDER immediately on payment of such refund.

- 2.5 Unless otherwise agreed as part of a Work Order issued under Schedule 2-7, if the CUSTOMER has agreed to participate in Acceptance Tests but has failed to do so within an Acceptance Test Period and such failure is wholly and solely due to the actions or inactivity of the CUSTOMER, the Acceptance Tests shall be deemed to have been completed successfully.

3. ACCEPTANCE PROCEDURES & ACCEPTANCE TEST CRITERIA

- 3.1 The Acceptance Procedures pertaining to the Ordered Software Application Solution are as specified in the CUSTOMER's SOR and as may be amended from time to time through the Work Order Process as detailed in Schedule 2-7.

ANNEX 1

Systems Register



('DfE_AIMS_Systems_Register_Version_v44 0')

ANNEX 2

Acceptance Procedures and Acceptance Test Criteria

Introduction

- 1.1. This Annex sets out the approach to Testing and the different activities to be undertaken, including the preparation and agreement of the Test Success Criteria, Test Strategy, Test Plans and Test Specifications.
- 1.2. The CUSTOMER will issue a Test Success Certificate to the SERVICE PROVIDER when each type of Test has been successfully executed related to that Deliverable and when all the Tests related to that Deliverable have been successfully executed so as to satisfy the Test Success Criteria (for that Deliverable).
- 1.3. The CUSTOMER will grant a Milestone Achievement Certificate to the SERVICE PROVIDER when all Tests relating to a Milestone have been completed (and the CUSTOMER has issued Test Success Certificates in respect of all of the Tests relating to that Milestone).

Definitions

- 1.4. In this schedule (unless the context otherwise requires) capitalised words and phrases shall have meaning given to them in the Contract and this schedule:

2.	“Customer Test Manager”	means person notified to the SERVICE PROVIDER by the CUSTOMER as designated CUSTOMER test manager
3.		
4.	“Milestone Achievement Certificate”	An email issued by the CUSTOMER when a Milestone Deliverable has been met in the form or substantially in the form of Appendix 1
	"Release"	the distribution of an initial or new and upgraded version of the SERVICE PROVIDER System and/or application;
	"Test Incident"	A potential variance or non conformity of a Deliverable that requires investigation before being closed or changed to a Test Defect
	"Test Defect"	any variance or non-conformity of a Deliverable from its requirements as set out in the relevant Test Success Criteria;

"Test Defect Management Log"	a log for the recording of Test Incidents and Test Defects as described further in paragraph 9.3;
"Test Plan"	a plan for the Testing of Deliverables and other agreed criteria related to the achievement of Milestones as described further in paragraph 7;
"Test Report"	a report setting out the results of any Tests highlighting key issues that impacted the testing;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in paragraph 10;
"Test Strategy"	a strategy for the conduct of Testing as described further in paragraph 6;
"Test Success Certificate"	An email issued by the CUSTOMER when a Deliverable has satisfied its relevant Test Success Criteria;
"Test Witness"	any person appointed by the CUSTOMER pursuant to paragraph 13.

5. Testing Overview

- 5.1. All Tests conducted by the SERVICE PROVIDER shall be conducted in accordance with the Test Strategy, the Test Plans and the Test Specifications.
- 5.2. The SERVICE PROVIDER shall not submit any Deliverables for Testing:
 - 5.2.1. unless it is confident that they will satisfy successfully the relevant Test Success Criteria (as defined in the Test Strategy) and until the CUSTOMER has issued a Test Success Certificate in respect of any prior, dependant Deliverables;
 - 5.2.2. until the parties have agreed the Test Plan and the Test Specification relating to those Deliverables; and
 - 5.2.3. unless it has provided the CUSTOMER with reasonable notice in writing certifying that the relevant Deliverable is ready for Testing.
- 5.3. The SERVICE PROVIDER shall submit a Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Milestone.
- 5.4. Prior to the issue of a Test Success Certificate, the CUSTOMER shall review the relevant Test Reports and the Test Defect Management Log.

- 5.5. Any disputes between the CUSTOMER and the SERVICE PROVIDER regarding this Testing shall be referred to the CUSTOMER's Test Manager for arbitration
- 5.6. The CUSTOMER shall issue Test Success Certificates and grant Milestone Achievement Certificates without unreasonable delay.
- 5.7. All SERVICE PROVIDER System Testing (including supporting integration system testing with third party systems) shall be the responsibility of the SERVICE PROVIDER. The SERVICE PROVIDER shall manage the governance process around integration testing with all third parties involved in the SERVICE PROVIDER System.
- 5.8. The SERVICE PROVIDER shall specify in the Test Strategy the approach to be taken with regards to testing with different types of third party integrators. These differences should be clearly outlined by the SERVICE PROVIDER and relevant Tests agreed with the CUSTOMER.
- 5.9. Where a third party is required to interface with the SERVICE PROVIDER System, the SERVICE PROVIDER and the CUSTOMER shall have the right to expect that minimum conditions in testing have been met prior to interfacing with the SERVICE PROVIDER System. These minimum conditions shall be outlined by the SERVICE PROVIDER in the Test Strategy and agreed with the CUSTOMER. The SERVICE PROVIDER (with agreement from the CUSTOMER) shall issue the third party with a Test Success Certificate prior to allowing the third party to interface with the SERVICE PROVIDER System.
- 5.10. The SERVICE PROVIDER shall develop a Test Plan template to be used for all Testing areas that the CUSTOMER shall have the option to approve.
- 5.11. The SERVICE PROVIDER shall use the Test Plan template to develop an overarching Test Plan with individual Test Plans embedded and submit it for approval to the CUSTOMER prior to commencement of the SERVICE PROVIDER System Testing (such approval not to be unreasonably withheld or delayed) and give reasonable notice of the start of any the SERVICE PROVIDER System Testing. In the event the CUSTOMER fails to comment on or approve a test plan within five working days the test plan shall be deemed to have been approved

6. Test Strategy

- 6.1. The SERVICE PROVIDER shall develop a Test Strategy, to include the elements in Appendix 2 of this Annex 2 (where requested to do so by the CUSTOMER as part of an RfQ or RfTS). This Test Strategy shall be developed prior to Testing any Deliverables).
- 6.2. The SERVICE PROVIDER shall ensure that the Test Strategy includes:

- 6.2.1. an overview of how Testing will be conducted in relation to the Implementation Plan, including details of full end to end Testing, integration, component/functional, regression, security, operational, business/user acceptance, volume and stress Testing;
- 6.2.2. for volume and stress Testing, full details of the volumetric assumptions used to test against should be included to ensure that the SERVICE PROVIDER System being tested is fit for purpose and complies with the CUSTOMER's requirements;
- 6.2.3. for security Testing, the SERVICE PROVIDER shall select (in conjunction with or with approval from the CUSTOMER) an independent third party contractor to perform this testing;
- 6.2.4. a full description of the tools and methodologies to be used for testing (e.g. the development and use of test harnesses which should include reusable and re-configurable code where possible);
- 6.2.5. the process to be used to capture and record Test results and the categorisation of Test Incidents;
- 6.2.6. the definition of the Test Success Criteria to be used;
- 6.2.7. the method for mapping the expected Test results to the Test Success Criteria;
- 6.2.8. the definition of the approach for Test case management (which shall be agreed with the CUSTOMER). This shall include the definition of the process for Test Incident management, including the definition of test defect levels (both severity and priority) and reporting and resolution times for defects which shall be based on the severity and priority;
- 6.2.9. the procedure to be followed should a Deliverable fail to satisfy the Test Success Criteria or to produce unexpected results, including a procedure for the resolution of Test Defects (including adherence to Change Control Procedure);
- 6.2.10. the procedure to be followed to sign off each Test;
- 6.2.11. the procedure to be followed for signing off interfaces with third party systems including the definition of Test Success Criteria for Tests related to different types of Service Recipients;
- 6.2.12. the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Defect Management Log, and a sample plan to resolve Test Defects;
- 6.2.13. the names and contact details of the CUSTOMER, the third party and the SERVICE PROVIDER's Test representatives;

- 6.2.14. a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and the CUSTOMER's and/or third party involvement in the conduct of the Tests including the roles and responsibilities of the resources;
- 6.2.15. the technical environments defined to support the Tests; and
- 6.2.16. the procedure for managing the configuration of the Test environments including any testing tools.

7. Test Plans

- 7.1. The SERVICE PROVIDER shall develop Test Plans for the approval of the CUSTOMER as soon as practicable but in any case no later than prior to the start date for Testing as specified in any Implementation Plan. The purpose of the Test Plan is to clearly show the components tested in the SERVICE PROVIDER System and under what conditions.
- 7.2. Each Test Plan shall include as a minimum:
 - 7.2.1. the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be met;
 - 7.2.2. a set of traceable requirements to which each Test can be linked;
 - 7.2.3. full details of the start and end points/boundaries of each test, the inputs, outputs and details of the expected outcome;
 - 7.2.4. a detailed procedure for the Tests to be carried out, including the timetable for the Tests including start and end dates;
 - 7.2.5. the Testing mechanism (the way in which the Tests are carried out, including use of any tools);
 - 7.2.6. regression Testing (re-testing of functionality once changes have been made to previously tested parts of the SERVICE PROVIDER System);
 - 7.2.7. volume and stress Testing (ensuring that the SERVICE PROVIDER System delivered is able to cope with the predicted volumetrics as may be defined by the CUSTOMER in any RfQ raised under Schedule 2 - 7
 - 7.2.8. soak Testing (which means testing the SERVICE PROVIDER System with a significant load extended over a significant period of time, to discover how the SERVICE PROVIDER System behaves under sustained use);
 - 7.2.9. security Testing (where an independent third party is selected by the SERVICE PROVIDER and CUSTOMER to perform security Testing);

- 7.2.10. user acceptance Testing. It is expected that the CUSTOMER shall participate in user acceptance Testing on the SERVICE PROVIDER System to determine it is fit for purpose as set out in paragraph 9 ("User Acceptance Testing");
 - 7.2.11. operational acceptance Testing (the SERVICE PROVIDER shall carry out tests to ensure that the SERVICE PROVIDER System is able to be managed and maintained in an appropriate manner);
 - 7.2.12. full end-to-end Testing (including any third party system involvement);
 - 7.2.13. dates and methods by which the CUSTOMER can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
 - 7.2.14. full details of the tools used and the technical environment under which the tests will be performed;
 - 7.2.15. the mechanism for ensuring the quality, completeness and relevance of the Tests;
 - 7.2.16. the format and an example of Test progress reports;
 - 7.2.17. the process with which the CUSTOMER will review Test Incidents and Test Defects and the progress of Tests on a timely basis;
 - 7.2.18. the process by which the CUSTOMER will ensure that any changes made to the SERVICE PROVIDER System as a result of Test results complies with the Change Control Procedures contained within Schedule 2 - 7;
 - 7.2.19. the re-Test procedure, the timetable and the resources (including any third party involvement) which would be required for re-Testing; and
 - 7.2.20. the decision making process for escalation from a re-Test situation to specific remedial action to resolve the problem or Test Defect.
- 7.3. The SERVICE PROVIDER shall implement any reasonable requirements of the CUSTOMER in the Test Plans.

8. Test Success Criteria

- 8.1. The Test Success Criteria for the Milestone Achievement Certificates and for Test Success Certificates shall be documented in the Test Strategy as outlined in paragraph 6.

9. User Acceptance Testing

- 9.1. The CUSTOMER shall plan, formulate and perform User Acceptance Testing in respect of each major Release of the SERVICE PROVIDER System within timescales and against criteria that are mutually acceptable to the parties (acting reasonably).
- 9.2. The SERVICE PROVIDER shall specify the test environment to be used to support end-to-end testing for integration with other third party systems (to the CUSTOMER's reasonable satisfaction) such test environments to be selected from the IaaS Service Tower Product Descriptions that shall be made available to the SERVICE PROVIDER by the CUSTOMER from time to time during the period of the contract.
- 9.3. The SERVICE PROVIDER shall correct any Test Defects identified during User Acceptance testing in accordance with the defect resolution timescales defined in the Test Strategy pursuant to paragraph 12.2.

10. Test Specification

- 10.1. A Test Specification contains the full details of what aspects of the SERVICE PROVIDER System are to be tested and under what conditions.
- 10.2. Following approval of a Test Plan, the SERVICE PROVIDER shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable or by such other period as the parties may agree in the Test Strategy or otherwise prior to the start of the relevant Testing as specified in the Implementation Plan.
- 10.3. Each Test Specification shall include as a minimum:
 - 10.3.1. the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the CUSTOMER and where necessary, third parties and the extent to which it is equivalent to live operational data;
 - 10.3.2. a plan to make the resources available for Testing;
 - 10.3.3. details of all testing to be carried out including all of the Test types specified in the Test Plans pursuant to paragraph 7;
 - 10.3.4. Test pre-requisites and the mechanism for measuring them;
 - 10.3.5. expected Test results, including a mechanism to be used to capture and record Test results; and
 - 10.3.6. a method to process the Test results to establish their content.

11. Testing

- 11.1. Before submitting any Deliverables for Testing the SERVICE PROVIDER shall subject the relevant Deliverables to its own internal quality control measures.

- 11.2. The SERVICE PROVIDER shall manage the progress of Testing in accordance with the relevant Test Plan and it shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with paragraph 13.
- 11.3. The SERVICE PROVIDER shall give the CUSTOMER at least 2 Working Days notice in advance of the date, time and location of the relevant Tests and the CUSTOMER shall ensure that the Test Witnesses attend the Tests, except where the CUSTOMER has specified in writing that such attendance is not necessary.
- 11.4. The SERVICE PROVIDER will provide the CUSTOMER with a draft Test Report prior to completion of any Tests. On completion of the Testing the SERVICE PROVIDER will provide the CUSTOMER with the final Test Report. Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 11.4.1. an overview of the Testing conducted;
 - 11.4.2. identification of the relevant Test Success Criteria (to be defined in the Test Strategy) that have been satisfied;
 - 11.4.3. identification of the relevant Test Success Criteria that have not been satisfied together with the SERVICE PROVIDER's explanation of why those criteria have not been met;
 - 11.4.4. the Tests that were not completed together with the SERVICE PROVIDER's explanation of why those Tests were not completed;
 - 11.4.5. the Test Success Criteria that passed, failed or which were not tested, and any other relevant categories, in each case grouped by severity level in accordance with paragraph 12.
- 11.5. The CUSTOMER will, upon the SERVICE PROVIDER's reasonable request, provide the SERVICE PROVIDER with Test data to enable the SERVICE PROVIDER to fulfil its obligations under this Schedule 2-5). Retention, destruction and refresh policies for the Test data will be agreed with the SERVICE PROVIDER in relation to each request.

12. Any Test Incident that is identified to be a Test Defect

- 12.1. Test Defects shall be classified and prioritised as defined by the SERVICE PROVIDER (and with agreement by the CUSTOMER) in the Test Strategy;
- 12.2. Test Defects resolution times shall be based on classification and priority as defined by the SERVICE PROVIDER (and with agreement by the CUSTOMER) in the Test Strategy;
- 12.3. The Test Defect Management Log shall log Test Defects by the criteria defined in the Test Strategy;

- 12.4. The SERVICE PROVIDER shall produce Test Defect Management Logs classified by various criteria (e.g. severity, priority) as defined in the Test Strategy and to be agreed with the CUSTOMER. The SERVICE PROVIDER shall update these reports on a regular basis (as agreed with the CUSTOMER) and make them available to the CUSTOMER for review at all times.
- 12.5. The SERVICE PROVIDER shall be responsible for maintaining the Test Defect Management Log and for ensuring that its contents accurately represent the current status of each Test Defects at all relevant times. The SERVICE PROVIDER shall make the Test Defect Management Log available to the CUSTOMER upon request.
- 12.6. The CUSTOMER's Representative shall confirm the classification of any Test Defect unresolved at the end of a Test in consultation with the SERVICE PROVIDER. If the parties are unable to agree the classification of any unresolved Test Defect, the Dispute shall be referred to the CUSTOMER's Test Manager for determination.

13. Test Witnessing

- 13.1. The CUSTOMER may require the attendance at any Test of one or more witnesses. Witnesses will be selected by the CUSTOMER, each of whom will have appropriate skills to fulfil the role of a Test Witness.
- 13.2. The SERVICE PROVIDER shall give the Test Witnesses access to any documentation and Testing environments as necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 13.3. The Test Witnesses will actively review the Test documentation and will attend and engage in the performance of the Tests on behalf of the CUSTOMER so as to enable the CUSTOMER to gain an informed view of whether a Test Defect may be closed or whether the relevant component should be re-Tested. However, the Test Witnesses will not be involved in the execution of any Test.
- 13.4. The Test Witnesses will be required to verify that the SERVICE PROVIDER conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification.
- 13.5. The Test Witnesses may produce and deliver their own, independent reports on Testing, which may be used by the CUSTOMER to assess whether the Tests have been achieved.
- 13.6. Test Witnesses may raise Test Incidents on the Test Defect Management Log in respect of any Testing.
- 13.7. The CUSTOMER may raise and close Test Incidents during the Test witnessing process.

- 13.8. Test Witnesses may require the SERVICE PROVIDER to demonstrate the modifications made to any defective Deliverable before a Test Defect is closed.

14. Test Quality Audit

- 14.1. Without prejudice to its audit rights set out in the Contract, the CUSTOMER may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") in accordance with the agreed quality plan.
- 14.2. The focus of the Testing Quality Audits will be on adherence to the Test approach, processes and procedures as defined in the Test Strategy and identification of any key risk areas.
- 14.3. The SERVICE PROVIDER shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 14.4. The CUSTOMER will give the SERVICE PROVIDER at least 2 Working Days' notice of the CUSTOMER's intention to undertake a Testing Quality Audit and the SERVICE PROVIDER may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period, if in the SERVICE PROVIDER's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the CUSTOMER will materially and adversely impact the Implementation Plan.

15. Outcome of Testing

- 15.1. Deliverables will complete Testing when they satisfy the Test Success Criteria in respect of that Test and Milestones shall be Achieved when all Tests in respect of that Milestone have been satisfied, which will result in the issue of a Test Success Certificate and/or the grant of a Milestone Achievement Certificate as appropriate.
- 15.2. If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the SERVICE PROVIDER shall rectify the cause of the failure and re-submit the Deliverables (or the relevant part) to Testing, provided that the parties agree that there is sufficient time for that action prior to the relevant Milestone Date. If there is not sufficient time for such action, the parties shall treat the failure as a Default of the SERVICE PROVIDER provided that the cause is not a CUSTOMER Cause.
- 15.3. When the CUSTOMER has issued Test Success Certificates in respect of all the Deliverables related to a Milestone they shall also grant a Milestone Achievement Certificate.
- 15.4. The grant of a Milestone Achievement Certificate will entitle the SERVICE PROVIDER to the receipt of a payment in respect of that Milestone where such milestones have been specifically defined and agreed within an RfQ of RFTS raised in accordance with Schedule 2-7.

Appendix 1- Milestone Achievement Certificate

To: *SERVICE PROVIDER*

FROM: *CUSTOMER*

[Date]

MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: [*insert description of Milestone*]

We refer to the agreement ("**Contract**") relating to the provision of the []
Services between the **CUSTOMER** and **SERVICE PROVIDER** dated [].

[We confirm that all the Deliverables relating to Milestone Number [] have been tested successfully in accordance with the Test Plan relevant to this Milestone]

OR

[This Milestone Achievement Certificate is granted on the condition that any Test Defect is remedied in accordance with the Test Defect Management Report attached to this certificate.]*

[You may now issue an invoice in respect of the sums due are payable in accordance with the Milestone to the extent that a financial milestone has been attached to the testing milestones as may have been specifically defined and agreed within an RfQ of RFTS raised in accordance with Schedule 2-7

**delete as appropriate*

Yours faithfully

[Name]

[Position] acting on behalf of [CUSTOMER]

Appendix 2 – Outline Test Strategy

1. TEST PHASES

1.1 Testing of applications shall be carried out on a phased basis comprising part or all of the following:

1. Knowledge acquisition
2. Test planning
3. Test analysis
4. Test execution level
5. Component Acceptance testing
6. System Integration testing
7. Non-functional testing
8. End-to-End testing
9. User acceptance testing
10. Operational acceptance testing

1.2 Each test level will be subject to a detailed test plan detailing the process and methodology at the granular level

2. Knowledge Acquisition (KA)

2.1 Purpose – to enable the test team to build up the application knowledge of the application(s).

Entry criteria

- Team is identified with necessary skills
- KA plans are in place and approved.

Exit criteria

- KA plans successfully signed-off
- Successful demonstration of acquired knowledge

3. Test Planning

3.1 Purpose - to ensure that all the functional and the non-functional areas have been identified for testing.

Entry criteria

- Business requirements are in place and signed-off
- Knowledge acquisition is complete

Exit criteria

- Test plan is reviewed, approved and signed off
- Risk assessment workshop held between the test and the business teams

4. Test Analysis

- 4.1 Purpose - to define the set of test scenarios and test cases for all in scope business areas (functional and non-functional) identifying the associated test data for each test scenario. A requirements Traceability and Testability matrix will be prepared to identify the requirements in the scope of testing, test phase for execution, test scenarios, changes to the requirements, test setup procedure, etc.
- 4.2 The scope of the system integration test scenarios will include the following types of validation conditions including but not limited to:
- validating the user authentication security
 - user session management scenarios
 - end-to-end business process validation scenarios
 - concurrent user sessions
 - critical business path scenarios
 - business navigation test scenarios
 - user role based access authentication
 - acceptance test scenarios for ensuring the entry criteria into formal test execution
 - DDA compliance
 - Browser compatibility test scenarios
- 4.3 The test areas and scenarios for performance testing will also be identified during this phase.
- 4.4 The test scenarios will be discussed and agreed with the business before being used for execution. The scope of the performance test scenarios will include the following types of conditions:
- business critical transactions
 - scenarios with high velocity data transfer
 - scenario mix
 - concurrent user scenarios

Entry criteria

- Business requirements are in place and signed-off
- Test strategy and plans are reviewed and approved
- Risk Assessment Workshop held and documented

Exit criteria

- Test scenarios is reviewed and approved
- Test data is reviewed and approved
- Test coverage per the business requirements and the identified risk assessment complete
- Test traceability matrix available
- Automated test scenarios identification
- Performance test scenarios have been identified

5. Test Execution Levels

- 5.1 Purpose - to ensure the identified test scenarios and test cases are successfully performed on the built application.
- 5.2 Unless otherwise agreed, the following types of testing will be performed and shall be sequenced to be executed. Any additional tests scenarios identified during the test execution will be appended to the baseline test scenarios prepared during the test analysis.

		Testing Types											
		Functional testing	User Interface Testing	Graphical User interface (GUI) testing	System Integration testing	Load testing	Navigation Testing	Regression Testing	Volume testing	Response Time	Security Testing	Browser compatibility	DDA compliance
Testing Stages	Component Acceptance Testing	x			x					x			x
	System Integration Testing	x	x	x	x		x			x	x	x	x
	Regression Testing							x					
	Non-functional Testing					x			x	x	x		x
	User Acceptance Testing	x	x	x		x	x			x			

6. Component Acceptance Testing

- 6.1 Purpose - to assess functional quality, against the business requirement, of each developed component / interface integrated with the larger system. This would provide a basis that the code can move over to the system integration testing.

Entry criteria

- Evidences that the component tests on the individual components have been
- executed successfully are available
- Component level test completion report is available
- Known defects from the component level tests are available
- All the software components are version controlled.
- Business requirements, functional and non-functional, are signed-off
- Solution design signed off
- Component release note available from the stakeholders
- Component deployment note available from the stakeholders
- Test environment has been established and is stable
- Test data is in place
- Test scenarios reviewed and approved

Exit criteria

- No known major or critical defects prevents any modules from moving to

- system integration testing
- A testing transition meeting has been held between the test and the project stakeholders
- Test completion and success certificate has been received
- All logical business functionality is complete and successfully tested
- Technical design has been finalized and approved

7. System Integration Testing (SIT)

- 7.1 Purpose - to validate and verify the functional design specification and see how all the various components / interfaces work together. SIT also ensures compliance with the Disability Discrimination Act (DDA)
- 7.2 To reduce the risk of externally induced problems the SERVICE PROVIDER shall ensure that 3rd party systems have already have been subject to testing and proved their functionality.
- 7.3 Where appropriate tests will be executed against each application page on the default web browser against the checklist items of the Web Content Accessibility guidelines for conformance to standards.
- 7.4 To ensure the Browser compatibility of the applications to be tested test scenarios will be identified to be executed against each identified browser.

Entry criteria

- Component Acceptance testing has been completed and signed off
- Outstanding issues and defects have been identified and accepted by the business
- Test scenarios and scripts for system integration testing have been documented and signed-off
- Test scenarios have been identified, documented for DDA compliance and browser compatibility testing
- Test scenarios have been identified, documented for eGIF compliance testing
- Test release note available
- Component deployment note available
- The system integration testing environment is established
- Test and defect management tools are in place

Exit criteria

- All systems involved passed system integration testing and agreed upon functionality and performance requirements
- Automated functional test scripts available and running successfully
- Outstanding defects have been identified, documented, and presented to the business sponsor for sign off.
- All high severity defects are fixed and successfully retested
- Less than 2% of the medium level defects and less than 5% of the minor defects are pending for resolution
- All project stakeholders have reviewed and approved the completed tests
- Test completion and success certificate has been received

8. Non-functional Testing (NFT)

- 8.1 Purpose - to prove that the system works against the following parameters NB this list is not exhaustive and may be added to at the CUSTOMER's discretion:
- Availability of the system
 - Performance, soak and capacity

- Security

Entry criteria

- System integration testing has been completed, evidenced and signed off
- Outstanding issues and defects have been identified and documented
- Test scripts for performance testing have been documented, recorded and signed-off
- Test release note available
- Component deployment note available
- Performance test environment is established and running

Exit criteria

- All the planned tests have been executed successfully
- All project stakeholders have reviewed and approved the completed tests
- Stress, performance, soak and load tests have been satisfactorily conducted
- A test completion report for performance testing is published and signed-off

9. End-to-End (E2E) Testing

- 9.1 Purpose - to ensure that the system works in totality and performs as per the business expectation.

Entry criteria

- System integration testing evidence and signoff was obtained
- Business requirements have been met or renegotiated with the Business Sponsor or representative
- E2E test scripts are ready for execution
- Test release note available
- Component deployment note available
- The testing environment is established

Exit criteria

- E2E has been completed and approved by the user community in a transition meeting
- Change control is managing requested modifications and enhancements
- Business sponsor agrees that known defects do not impact a production release—no remaining defects are rated 3, 2, or 1

10. User Acceptance Testing (UAT)

- 10.1 Purpose – to assess whether the delivered system meets the signed-off business requirements and fits the Business Operational Model.

Entry criteria

- E2E testing evidence and signoff was obtained
- Business requirements have been met or renegotiated with the Business Sponsor or representative
- UAT test scripts are ready for execution
- Component release note available
- Component deployment note available
- The testing environment is established

Exit criteria

- UAT has been completed and approved by the user community in a transition Meeting

- Change control is managing requested modifications and enhancements
- Business sponsor agrees that known defects do not impact a production release—no remaining defects are rated 3, 2, or 1

11. Security Testing

- 11.1 Security testing is concerned with assessing whether the delivered system meets the security requirements of the business as stated within the CUSTOMER's SOR.

12. Operational Acceptance Testing (OAT)

12. Purpose – to show how well changes can be integrated successfully into the production environment. It includes documentation for system rebuild and the rebuild activities for the system

Entry criteria

- UAT testing evidence and sign off was obtained
- Business requirements have been met or renegotiated with the Business Sponsor or representative
- OAT test scripts are ready for execution
- Component release note available
- Component deployment note available
- The testing environment is established

Exit criteria

- OAT has been completed and approved by the user community in a transition meeting
- Change control is managing requested modifications and enhancements
- Business sponsor agrees that known defects do not impact a production release—no remaining defects are rated 3, 2, or 1

13. Regression Testing

- 13.1 Purpose – to act as a quality control tool to ensure that newly modified code still complies with its specified requirements and that unmodified code has not been affected by the change. Regression testing will be conducted within each of the test levels

Entry criteria

- The defect is repeatable and has been properly documented
- A change control or defect tracking record was opened to identify and track the regression testing effort
- A regression test specific to the defect has been created, reviewed, and Accepted

Exit criteria

- Results of the test show no negative impact to the application

14. Indicative Defect categorisation to be used in the Test Strategy

- 14.1 Severity is the indication of the impact of the fault on Test and/or in Production.

- 14.2 The following guidelines will be used to classify the defects as per severity:

Severity	Severity Description	Resolution time**	Likely Action
1 Show Stopper	All/most Test activities suspended due to fault. System unusable and/or major user groups prevented for using system. No workaround available	Within 24 hours	All testing stopped until fixed
2 - Major Test	Activities for module suspended. Major module of system unusable and/or groups of users unable to work. Workarounds may be available	Between 1 and 2 days	All testing for this group of tests stopped
3 - Minor	Test script suspended but other testing can continue. Individual functions affected and/or individual users prevented from completing tasks. Workarounds available	Between 3 to 4 days	A single test stopped until fixed
4 - Nominal Error	Minor fault that has no impact on testing schedule. Users can continue working	About 5 days	No testing stopped

** Timescales to be discussed with the CUSTOMER

14.3 Priority is the urgency attached to analysing and providing a fix for the fault. Whilst in most cases this is the same as Severity, it is not always the case. Each fault should be considered on its own merits.

14.4 The following guidelines will be used to classify the defects as per priority:

Priority	Priority Description
Critical	Must be fixed within 24 hours. Serious effect on Testing
High	This has a major impact on the customer. Must be fixed before testing has completed
Medium	This has a significant impact on the customer. The problem should be fixed, if possible, before release of the current version in development, or a patch must be issued if possible.
Low	This has a minor impact on the customer. The flaw should be fixed if there is time, but it can be deferred until the next release.

SCHEDULE 2-6

CONTRACT AND SERVICE MANAGEMENT

1. INTRODUCTION

- 1.1 This Schedule specifies the requirements in respect of Contract and service management issues.

2. IMPLEMENTATION

- 2.1 If required by the CUSTOMER's Order, both parties shall perform all their obligations under this Contract in accordance with the Implementation Plan as may be adjusted from time to time through the work order Procedures detailed in Schedule 2- 7.

2.1.1 In the event that the SERVICE PROVIDER fails, due to its Default, to fulfill an obligation by the date specified in the Implementation Plan for such fulfillment, the SERVICE PROVIDER shall notify the CUSTOMER of such failure and, at the request of the CUSTOMER and without prejudice to the CUSTOMER's other rights and remedies, arrange all such additional resources as are necessary to fulfill the said obligation as early as practicable thereafter at no additional charge to the CUSTOMER.

2.1.2 In the event that any obligation of the SERVICE PROVIDER specified in the Implementation Plan is delayed as a result of a Default by the CUSTOMER then:

- (a) the date associated with the relevant obligation(s) as specified in the Implementation Plan (and the dates similarly associated with any subsequent obligation(s) specified in the Implementation Plan) shall be amended by a period of time equal to the period of such CUSTOMER Default (or other such period as the parties agree);
- (b) both parties shall use all reasonable endeavours to mitigate the impact of such delay and to recover any resultant delay to the performance of the Ordered Software Application Solutions;
- (c) the CUSTOMER shall reimburse those reasonable costs of the SERVICE PROVIDER which are both reasonably and necessarily incurred by the SERVICE PROVIDER as a direct result of such delay and the SERVICE PROVIDER shall use all reasonable endeavours to minimize any such costs.

3. REPORTS

- 3.1 As of the effective date reports shall be submitted on a monthly basis and otherwise as requested by the CUSTOMER, the SERVICE PROVIDER shall provide Reports electronically to the CUSTOMER at [REDACTED]

⋮

- 3.2 Such Reports, in respect of each month, shall be submitted monthly by the fifth Working Day of the following month.

- 3.3 Reports shall include:

3.3.1 a record of the Ordered Software Application Solutions provided to the CUSTOMER;

3.3.2 a record of the invoices raised by the SERVICE PROVIDER logged against the corresponding Purchase Order

- 3.3.3 a record of any failures to provide Ordered Software Application Solutions in accordance with this Contract including but not limited to: performance against service levels, progress against delivery of any agreed Plans including Transition Plans and service credits payable;
- 3.3.4 details of the number and nature of any complaints from the CUSTOMER; and
- 3.3.5 details of any Sub-Contractors used; and
- 3.3.6 a forecast of the Charges payable by the CUSTOMER for each of the following three (3) months.

4. REVIEW MEETINGS

- 4.1 The CUSTOMER'S supplier manager and SERVICE PROVIDER'S Account Manager and/or nominated representatives shall attend monthly review meetings at a CUSTOMER location to be advised by the CUSTOMER'S supplier manager. The initial service review meeting to be convened by the CUSTOMER's supplier manager

- 4.1.1 The following standard agenda items shall be used as the basis for the initial service review meeting:
 - (a) Introductions and apologies for absence
 - (b) Minutes from previous meetings and matters arising
 - (c) Service review report to include but not be limited to: performance management; performance and capacity planning; risk management; security management, financial management change management; integration issues; and where appropriate reports of project managers progressing transition activity
 - (d) Systems Register
 - (e) Agenda items and arrangements for subsequent service review meetings
 - (f) Any other business as determined by the CUSTOMER supplier manager and/or agreed between the parties
 - (g) Six monthly strategic review of performance and benefits realization and examination of opportunities for innovation and cost reduction

- 4.1.2 The SERVICE PROVIDER shall be responsible for taking minutes of each service review meeting and circulating copies to all attendees within five Working Days of the meeting.

- 4.1.3 Nothing in this schedule shall be a barrier to additional meetings being requested by either party.

5. CUSTOMER DATA

- 5.1 In accordance with Clause 14.3 of this Contract, the Service Provider shall provide CUSTOMER Data in the format as contained within CUSTOMER work order(s) as may be issued from time to time, in accordance with Schedule 2-7.

SCHEDULE 2-7

CONTRACT CHANGE AND WORK ORDER PROCEDURES

1. INTRODUCTION

- 1.1 This Schedule sets out the Contract Change Procedure to be used by the CUSTOMER and the SERVICE PROVIDER to effect changes to this Contract;
- 1.2 The work order Procedure to commission new activity within the scope of the Customer's SOR; and
- 1.3 The procedure for Decommissioning.

2. PRINCIPLES FOR CONTRACT CHANGE

- 2.1 The CUSTOMER and the SERVICE PROVIDER shall conduct discussions relating to proposed changes to this Contract in good faith. Neither party shall unreasonably withhold or delay consent to the other party's proposed changes to this Contract.
- 2.2 Until such time as a Contract Change Note (CCN) has been signed by both parties, the SERVICE PROVIDER shall continue to provide and make available to the CUSTOMER the Ordered Software Application Solutions in accordance with this Contract.
- 2.3 Any work undertaken in connection with any changes to this Contract by the SERVICE PROVIDER, its Sub-Contractors or agents (other than that which has previously been agreed in accordance with the provisions of paragraph 2.2 of this Schedule) shall be undertaken entirely at the expense and liability of the SERVICE PROVIDER unless otherwise agreed between the CUSTOMER and the SERVICE PROVIDER in advance.
- 2.4 Any discussions, negotiations or other communications which may take place between the parties in connection with any proposed changes to this Contract, including the submission of any written communications, prior to the signing by both parties of the relevant CCN, shall be without prejudice to the rights of either party.

3. PROCEDURE FOR CONTRACT CHANGE

- 3.1 Should either party wish to propose a change to this Contract, that party shall submit a draft CCN detailing the proposed change to the other party using the proforma at Annex A to this Schedule in accordance with Clause 9 of this Contract.
- 3.2 Within ten (10) Working Days of the submission of a draft CCN (or such other period as may be agreed between the parties) the receiving party shall respond to the draft CCN in accordance with Clause 9 of this Contract. If appropriate, the parties shall enter into discussions to discuss the draft CCN.
- 3.3 Discussion between the parties following the submission of a draft CCN shall take place within five (5) Working Days (or such other period as agreed by the parties) and result in either:
 - 3.3.1 agreement between the parties on the changes to this Contract to be made (including agreement on the date upon which the changes to this Contract are to take effect (the "CCN Effective Date")) within five (5) Working Days (or such other period as agreed by the parties), such agreement to be expressed in the form of proposed revisions to the text of the relevant parts of this Contract; or
 - 3.3.2 no further action being taken on that draft CCN.
- 3.4 Where agreement is reached in accordance with paragraph 3.3.1 of this Schedule, the party submitting the draft CCN shall prepare a final CCN for execution by both parties within five (5) Working Days (or such other period as agreed by the parties). The final CCN, the content of

which has been agreed between the parties in accordance with paragraph 3.3.1 of this Schedule, shall be uniquely identified by a sequential number allocated by the CUSTOMER.

- 3.5 The SERVICE PROVIDER shall sign two (2) copies of each CCN and submit these to the CUSTOMER not less than ten (10) Working Days prior to the CCN Effective Date or such other period as the parties may agree.
- 3.6 Subject to the agreement reached in accordance with paragraph 3.3.1 of this Schedule remaining valid, the CUSTOMER shall sign both copies of the approved CCN within five (5) Working Days of receipt by the CUSTOMER. Following signature by the CUSTOMER, one (1) copy of the signed CCN shall be returned to the SERVICE PROVIDER by the CUSTOMER.
- 3.7 A CCN signed by both parties shall constitute an amendment to this Contract pursuant to Clause 8 of this Contract.

4. PRINCIPLES FOR WORK REQUESTS

- 4.1 To the extent that Customer' Orders have not already been raised for services within the scope of the Customer's SOR, the CUSTOMER shall be at liberty during the period of the contract to raise work orders to introduce, delete or amend services including Transition Services within the scope of the Ordered Software Application Solutions.
 - 4.1.1 The CUSTOMER and SERVICE PROVIDER shall conduct discussions relating to work orders in good faith. The SERVICE PROVIDER shall not unreasonably withhold or delay consent to the introduction of a work order by the CUSTOMER.
- 4.2 Unless a Request for Quote (RFQ) or Request for Transition Service (RFTS)) has been signed by both parties and a Customer Order raised which changes the Ordered Software Application Solution, the SERVICE PROVIDER shall continue to provide and make available to the CUSTOMER the Ordered Software Application Solutions in accordance with this Contract. In the event of a change made in accordance with this section 4.3 the SERVICE PROVIDER shall provide and make available to the CUSTOMER the revised Ordered Software Application Solution in accordance with this contract.
- 4.3 Any work undertaken in connection with any changes to the Ordered Software Application Solution by the SERVICE PROVIDER, its Sub-Contractors or agents (other than that which has previously been agreed in accordance with the provisions of paragraph 4.3 of this Schedule or as otherwise priced within the SERVICE PROVIDER's Response) shall be undertaken entirely at the expense and liability of the SERVICE PROVIDER unless otherwise agreed between the CUSTOMER and the SERVICE PROVIDER in advance.
- 4.4 Any discussions, negotiations or other communications which may take place between the parties in connection with any proposed work order, including the submission of any written communications, prior to the signing by both parties of the relevant work order reference number, shall be without prejudice to the rights of either party.
 - 4.4.1 All requests for work within the scope of the contract shall be initiated by an authorised employee of the CUSTOMER by means of a RFTS or a RFQ.
 - 4.4.2 RFTS' and RFQs received by the SERVICE PROVIDER other than in accordance with this procedure will not be funded by the CUSTOMER and must be rejected by the SERVICE PROVIDER. If the SERVICE PROVIDER is in any doubt regarding the authenticity of an RFTS or RFQ it shall email the mailbox in the relevant Annex to this Schedule and seek clarification prior to initiating any work to develop a response.

5. PROCEDURE FOR REQUESTING TRANSITION SERVICES

- 5.1 Should the CUSTOMER wish to request the SERVICE PROVIDER to prepare an Application Transition Proposal, the CUSTOMER shall submit a Request for Transition Services (RFTS) to

the SERVICE PROVIDER using the proforma and communication details at Annex B to this Schedule.

- 5.1.1 Each RFTS shall be consecutively numbered
- 5.2 Within five (5) Working Days of submission of the RFTS to the SERVICE PROVIDER (or such other period as may be agreed between the parties) the SERVICE PROVIDER shall confirm to the CUSTOMER the Discovery Price and Discovery Period required to inform the content of the Application Transition Proposal (the Discovery Value). For applications listed in the Customer's SOR the Discovery Value shall be as detailed in Table 2 of Annex A to Schedule 2–3. For all other applications the CUSTOMER shall respond within three working days either approving or rejecting the Discovery Value. If appropriate, the parties shall enter into a period of discussions regarding the Discovery Value with a view to reaching agreement within ten working days. The CUSTOMER shall raise a Purchase Order for the agreed Discovery Price.
- 5.3 Within 20 days of receipt of the Application Transition Proposal the CUSTOMER shall respond to the SERVICE PROVIDER via the CUSTOMER's email Service Management mailbox either with:
 - 5.3.1 A Purchase Order stating the RFTS Reference Number and RFTS Title authorising the SERVICE PROVIDER to commence the work and agreeing to the terms as outlined in the proposal; or
 - 5.3.2 A request to change the Service Transition Proposal or
 - 5.3.3 Notification that the work will not be progressed in which case a Purchase Order stating the RFTS Reference Number and RFTS Title will be raised authorizing the SERVICE PROVIDER to Charge for the value of the Discovery Price only.
 - (a) In the event that it is not possible for the CUSTOMER to provide a definitive response within the above timescale, the CUSTOMER shall provide the SERVICE PROVIDER with an indication of the revised timescale for determining its response and the reason for such revised timescale.
- 6. PROCEDURE FOR WORK ORDERS (Excluding Transition Services)
- 6.1 Should the CUSTOMER wish to request services other than transition services from the SERVICE PROVIDER, the CUSTOMER shall submit a Request for Quote (RFQ) to the SERVICE PROVIDER using the proforma and communication details at Annex C to this Schedule.
 - 6.1.1 Each RFQ shall be consecutively numbered.
 - 6.1.2 Within 50 working hours of receipt of a valid RFQ the SERVICE PROVIDER shall provide the CUSTOMER with a full response to all elements of the RFQ, including cost estimate (by reference to rates included within the response cost model) and named resources. This response shall be communicated to the CUSTOMER via the email Service Management mailbox.
 - 6.1.3 The CUSTOMER shall within 20 working days of receipt of the RFQ respond to the SERVICE PROVIDER via the Customers email Service Management mailbox either with:
 - (a) A Purchase Order stating the RFQ Reference Number and RFQ Title authorising the SERVICE PROVIDER to commence the work and agreeing to the terms as outlined in the proposal; or
 - (b) Notification that the work will not be progressed
 - 6.1.4 In the event that it is not possible for the CUSTOMER to provide a definitive response within the above timescale, the CUSTOMER shall provide the SERVICE PROVIDER

with an indication of the revised timescale for determining its response and the reason for such revised timescale.

7. PROCEDURE FOR REQUEST FOR DECOMMISSIONING RFQs

- 7.1 Should the CUSTOMER wish to Decommission any of the Ordered Software Application Solutions during the Term, it shall submit an RFQ to the SERVICE PROVIDER providing details of those Ordered Software Application Solutions it wishes to Decommission and the requested date from which such Decommissioning shall occur.
- 7.2 In responding to an RFQ submitted in accordance with paragraph 7.1 the SERVICE PROVIDER shall provide details of potential reduction in the Charges set out in Table 1 of Annex A Schedule 2 3 and any impact on the SERVICE PROVIDER's Personnel arising as a result of the proposed Decommissioning.
- 7.3 The SERVICE PROVIDER shall use reasonable endeavours to implement the maximum reduction in the Charges set out in Table 1 of Annex A Schedule 2 3 as a result of the proposed Decommissioning requested by the CUSTOMER, subject to being able to meet its contractual commitments and obligations, such as SLAs. For the avoidance of doubt, Charges reduction is dependent on the ability for the corresponding cost to be reduced by the SERVICE PROVIDER through reduced resource costs associated with this Contract. Any reduction to the Charges set out in Table 1 of Annex A Schedule 2 3 as a result of the proposed Decommissioning requested by the CUSTOMER shall be implemented in accordance with the Contract Change Procedure.
- 7.4 In addition, the procedure set out in paragraph 3 above shall apply in relation to any Decommissioning requested by the CUSTOMER.

APPENDIX 1

Contract Change Note for the Contract Change Procedure

Sequential Number: [to be allocated by the CUSTOMER]

Title:

Originator: for the [CUSTOMER/SERVICE PROVIDER]

Date change first proposed:

Number of pages attached:

WHEREAS the SERVICE PROVIDER and the CUSTOMER entered into a Contract for the provision of Software Application Solutions dated [date] and now wish to amend that Contract as follows:

Reason for proposed change [Party proposing change to complete]

Full details of proposed change [Party proposing change to complete]

Details of likely impact, if any, of proposed change on other aspects of the Contract [Party proposing change to complete]

IT IS AGREED as follows:

1. With effect from [date] the Contract shall be amended as set out below:

[Details of the amendments to the Contract to be inserted here – to include the explicit changes required to the text in order to effect the change, i.e. Clause/Schedule/paragraph number, required deletions and insertions etc.]

2. Save as herein amended, all other terms and conditions of the Contract inclusive of any previous CCNs shall remain in full force and effect.

Signed for and on behalf of the SERVICE PROVIDER

By

Name

Title

Date

Signed for and on behalf of the CUSTOMER

By

Name

Title

Date

APPENDIX 2

Legacy Application System Support - Capgemini. Request for Transition Service (RfTS)

This form is structured into 5 stages.

3. Stage 1: Department for Education (DfE) Request a Transition Service
4. Stage 2: Capgemini provide a quote for the 'Discovery Value' for the transition, which is the price and period required to carry out the initial 'due diligence' to find out what the transition will involve and produce an 'Application Transition Proposal'.
5. Stage 3: DfE confirm that the 'Discovery Value' is acceptable
6. Stage 4: Capgemini carry out the due diligence and produce an 'Application Transition Proposal' (i.e. how the transition will be carried out, how much the transition itself will cost, how much the annual support charge will be going forward)
7. Stage 5: DfE approve or reject the 'Application Transition Proposal' and if approved, the transition goes ahead.

Date Request Sent to Service Provider		Order Reference	CAP-XXX
<p style="text-align: center;">Stage 1. Request for Transition Service</p> <p>To be completed by the Department for Education Principal Contact / Business Project Manager or Lead Sign Off</p> <p>All requests for work must have the appropriate approvals before a request is submitted.</p> <p>Please refer to the Legacy Application System Support 'Work Request Guidance notes.doc' for assistance completing this request form.</p> <p>Please note – the stages detailed above as these must be followed.</p>			

Application to be Transitioned	<i>Please consider confusion caused by terminology or applications 'also known as'.</i>
Customer Directorate / Division	Department for Education

Principal Contact and Role	Name:	
	Role:	
	Address:	
	Phone:	
DfE Project Manager Contact & Role (if different)		

Funding <i>NOTE – pricing provided will be on FIXED Costs only. Capgemini will firstly provide a 'Discovery value' for due diligence. If acceptable Capgemini will then produce an 'Application Transition Proposal'</i>	
Funding Team/Division	
Cost Centre	

Service Requirements <i>Include details of how information on the application(s) can be obtained and any additional requirements to be taken into account when planning the transition of the application(s)</i> <i>Please refer to the Legacy Application System Support 'Work Request Guidance notes.doc'</i>
Background Service Requirements

Exclusions	
<p>The following services are offered within the Legacy Application System Support contract and will be automatically applied unless requested otherwise.</p> <p>Please indicate in the corresponding box if it is appropriate to exclude any of the following elements from the Legacy Application System Support Suppliers proposal.</p> <p>Please refer to the Legacy Application System Support 'Work Request Guidance notes.doc' for assistance in determining the impact of excluding testing.</p>	<p>Select this box [X] if this exclusion is required / relevant</p>

<p>Testing. (Note – fixed cost will include the following unless excluded)</p> <ol style="list-style-type: none"> 1. Integration testing 2. User Acceptance Testing (UAT) 3. Performance testing 4. Security testing 5. Operational Acceptance Testing (OAT) <p>Note: The terms set out in Schedule 2-2 Annex A 6.9.1 Application Development Deployment will only apply to those testing requirements <u>not</u> excluded from the above list</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<p>Further exclusions</p> <p><i>In addition to the above please list any specific services provided within Schedule 2-2, Annex B, 6. Application Development Service of the Legacy Application System Support Contract which you do not think are required for this piece of work. Please refer to the Legacy Application System Support 'Work Request Guidance notes.doc'</i></p>	
<p>Acceptance Criteria</p> <p><i>Please include any milestones that will apply to stages for fixed cost. Please refer to the Legacy Application System Support 'Work Request Guidance notes.doc'</i></p> <p><i>Please include all required Acceptance Criteria. Guidance can be found in the Legacy Application System Support Contract Schedule 2-5 Annex 2 Acceptance Procedures. Unless otherwise stated the detailed requirements for testing and acceptance will be as set out in Schedule 2-5 Annex 2 Appendix 2 and charged accordingly.</i></p> <p><i>What are the work request objectives? What is the request trying to achieve / business goals? How will success be measured? What are key milestones?</i></p>	

Term	
Desired Commencement Date	
Date by which services are to be transitioned into live service/commencement of support service	

Department for Education Principal Contact / Business Project Manager or Lead Sign Off

DfE Project Manager is responsible and must ensure sign off has been gained at appropriate levels and by current TDA, which includes both DfE IT and Security Authorities signing off of the solutions design, quality of services and technical standards.

Business Engagement Team

DfE Project Manager is responsible and must ensure that the proposal aligns with the DfE Business Strategy, has been accepted by the 'Portfolio Board' and signed off by relevant Authority, and that the customer (business) has approved progress to this stage.

I confirm that all the internal DfE approvals and checks have taken place and approval has been given to raise the Request for Transition Service (Note - In development, please refer to IAAS version)

Name	
Position	
Signature	
Date	

ACTION: The RfTS must now be sent to the email box [REDACTED]

Stage 2. Capgemini produce a Discovery Value for the Transition

To be completed by the Service Provider and shall include as a minimum those requirements as set out in the Contract [Schedule 2.2, Annex B, 4.4.2]

Stage 2: Capgemini provide a quote for the 'Discovery Value' for the transition, which is the price and period required to carry out the initial 'due diligence' to find out what the transition will involve and produce an 'Application Transition Proposal'.

Application Transition 'Discovery Value' for initial due diligence

Due Diligence

- 1.
- 2.

Price and period required to carry out this work

Stage 3: DfE confirm that the above 'Discovery Value' is acceptable

Please indicate the Discovery value is acceptable
Details:
3. To be completed by DfE Principle Contact / Project Manager from Stage 1 4. Acceptable: Y/N?

<p align="center">Stage 4. Capgemini produce an 'Application Transition Proposal'</p> <p>On acceptance of the stage 3 discovery cost for due diligence;</p> <p>Stage 4: Capgemini carry out the due diligence and produce an 'Application Transition Proposal' (i.e. how the transition will be carried out, how much the transition itself will cost, how much the annual support charge will be going forward)</p> <p>To be completed by the Service Provider and shall include as a minimum those requirements as set out in the Contract [Schedule 2.2, Annex B, 4.4.2]</p>
--

Application Transition Proposal
Scope
New Hardware or Software Requirements
Assumptions and Constraints
Key Risks and Issues
Milestones

Milestone	Deliverables (Bulleted list showing all Deliverables required for each Milestone)	Duration (Working Days)	Milestone Date	Customer Responsibilities

Specify whether the Deliverable/s will result in:

Project Management
Labour and Expenses

Term	
Commencement Date	
Delivery Date	

Service Provider Sign Off	
<i>Additional comments</i>	
Response Prepared by	
Position	
Signature	
Date Submitted to the Customer	

ACTION: The RfTS must now be sent to the email inbox [REDACTED]

Stage 5 Customer Acceptance and Authority for the Work to Commence

Stage 5: DfE approve or reject the 'Application Transition Proposal' and if approved, the transition goes ahead.

All relevant information from this form must be now transferred onto the RM loading stencil and passed to the nominated Requisitioner for loading onto RM so that a Purchase Order can be produced.

The Purchase Order is the agreement by which the customer instructs the Service Provider to provide the services as described in the response to the RfTS. The Service Provider will commence the work upon receipt of this.

Any subsequent changes to this RfTS can be made by written agreement between the parties prior to the execution of such change. In the event that a material change to the scope of the services is required the RfTS shall be re-issued by the Customer and the original RfTS/Purchase Order cancelled.

Any queries with regards this process should be routed through the Capgemini DfE dedicated mailbox:

[REDACTED]

APPENDIX 3

Legacy Application Systems Support - Capgemini. Request for Quote (RfQ)

Work Order form

This form is structured into 4 parts. Part 1 is the Request for Quote, Part 2 is the Service Providers Response, Part 3 is the Customers' Acceptance and Part 4 is the change control

Date Request Sent to Service Provider		Order Reference	<i>To be allocated by the supplier</i>
Part 1. Request for Quote.			
To be completed by Department for Education (DfE) Principal Contact / Business Project Manager or Lead Sign Off			
Note: all sections of the request for quote Part 1 must be completed fully in order for Capgemini to quote properly. Any partially completed forms will be rejected.			
Request Title / Project Name (if an internal Technology Directorate request please include project and IT Programme name)		<i>Include application name if a change to an existing application is required</i>	

Customer Directorate / Division	
Principal Contact and Role	Name: Role: Address: Phone:
DfE Project Manager Contact and Role (if different)	Name: Role: Address: Phone:

Funding	
Funding Team/Division	
Cost Centre	
Service Requirements	

Include reason for request and outline any customer critical deadlines with an explanation, also provide any interdependency to other suppliers and contracts.

Exclusions

The following services are offered within the Legacy Application System Support contract and will be automatically applied unless requested otherwise.

Please indicate in the corresponding box which of the services below you would like to be excluded from the Suppliers proposal

**Select this box
[X] if this
exclusion is
required /
relevant**

Testing

- 6. Integration testing
- 7. User Acceptance Testing (UAT)
- 8. Performance testing
- 9. Security testing
- 10. Operational Acceptance Testing (OAT)

☐

☐

☐

☐

☐

Further exclusions

In addition to the above please list any specific services that you do not require:

Acceptance Criteria

List detailed acceptance criteria

Term

Desired Commencement Date

Desired Delivery Date

Customer/ Business PM or Lead and/or IT Group Project Manager Sign Off

Note: It is the responsibility of the project lead to ensure that the relevant Technology Directorate's governance process has been engaged, and appropriate Technical Design Authority approval for any request has been received in advance of an RfQ submission to Capgemini.

'I confirm that I have engaged fully in Technology Directorate's governance process and I have appropriate technical, project and funding approval for this proposal'.

Name	
Position	
DfE governance reference number	<i>Please add the reference number here for prioritised projects, or advise how this work request meets the criteria for 'business as usual'.</i>
Date	

ACTION: The RfQ must now be sent to the email inbox [REDACTED]

Part 2. Response to RfQ. To be completed by the Service Provider

Proposal

Scope (On-boarding activities or other request)

List or reference business requirements

Technical Description and Service Tower Offering

Description of services to be provided and/or functionality to be delivered. Include details of existing hardware and software that may require modification as appropriate

New Hardware or Software Requirements

Assumptions and Constraints				
Key Risks and Issues				
Milestones				
Milestone	Deliverables <small>(Bulleted list showing all Deliverables required for each Milestone)</small>	Duration <small>(Working Days)</small>	Milestone Date	Customer Responsibilities
<p>(ii) If so required by the Customer, the Supplier shall produce within one (1) Months of the Commencement Date a further version of the Implementation Plan (based on the above plan) in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the Implementation Plan is subject to Approval. The Supplier shall maintain and update the Implementation Plan on a regular basis as may be necessary to reflect the then current state of the implementation of the G-Cloud Services.</p> <p>(iii) The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.</p> <p>(iv) The Supplier (and, where necessary, the Customer) shall perform its obligations so as to achieve each Milestone by the Milestone Date.</p> <p>(v) If a Milestone has not been achieved by the relevant Milestone Date, the Customer reserves the right to withhold payment to the Supplier for that Milestone until the relevant Milestone criteria are actually achieved.</p>				

Specify whether the Deliverable/s will result in:

- an increase to the monthly charges
- an increase in the number of applications supported
- whether the deliverable means that the agreed service levels need to change

Project Management

The term "Project Manager" is not defined in the Legacy Application System Support Contract. Please describe the Project Manager role Capgemini propose for this piece of work (this could be an "Assignment Manager" if appropriate)

Labour and Expenses

Breakdown of costs including

- preparation/planning days
- technical support days (detail individual named resource, roles, rate per day, number of days effort)
- total value of quote excl VAT

Consider whether payments should be staged and linked to the achievement of particular Milestones

Term

Commencement Date	
Delivery Date	

Service Provider Sign Off

Additional comments

Response Prepared by	
Position	
Signature	
Date Submitted to the Customer	

Part 3 Customer Acceptance and Authority for the Work to Commence

Customers must advise Capgemini that they wish to proceed with the work proposed in an RfQ. This is completed by emailing [REDACTED] with the RfQ reference number (for example CAP-100) and confirmation that the work is agreed, and a Purchase Order will be raised.

All relevant information from this form must be now transferred onto the appropriate Request for Goods and Service template and passed to the nominated Requisitioner for loading onto RM so that a Purchase Order can be produced.

The Purchase Order is the agreement by which the customer instructs Capgemini to provide the services as described in the response to the RfQ. Capgemini will commence the work within the agreed timeframe upon receipt of this.

Any Purchase Order queries should be directed to the relevant Directorate financial requisitions according to which Directorate is funding the work order.

The Contract Management team will manage escalations of business critical matters related to RfQs only.

Part 4 Authorised changes to the RfQ

Business needs change as processes are developed. To capture and regulate updates, any proposals to update RfQs will be recorded here. These will then be submitted to Capgemini for an amended quote. Three changes per RfQ are permitted, after this the RfQ will be closed and a new RfQ issued, as more than three changes to an RfQ indicate significant scope creep. Versions of RfQs will then using the following naming convention as an example:

RfQ CAP-001 Update 1

RfQ CAP-001 Update 2

RfQ CAP-001 Update 3

Update proposal

Include reason for request and outline any customer critical deadlines with an explanation. Please include any software and licensing information. Customer updates will then follow the usual RfQ process.

Update 1

Date sent to Capgemini

Capgemini reply:

Update 2

Date sent to Capgemini

Capgemini reply:

Update 3

Date sent to Capgemini

Capgemini reply

APPENDIX 4

Legacy Application Systems Support

- Capgemini. Request for a Minor Enhancement (RfME)

This form is structured into 4 parts. Part 1 is the Request, Part 2 is the Service Providers Response, Part 3 is the Customers' Acceptance and Part 4 is the change control

Date Request Sent to Service Provider		Order Reference	<i>To be allocated by the supplier</i>
Part 1. Request for Minor Enhancement			
To be completed by the Department for Education (DfE) Principal Contact / Business Project Manager or Lead Sign Off			
<p>Note: The request must not have a mandated deadline.</p> <p>All sections of the request for quote Part 1 must be completed fully in order for Capgemini to quote properly. Any partially completed forms will be rejected.</p>			
Request Title	<i>Include application the request is being made against</i>		

Customer Directorate / Division	
Principal Contact and Role	<p>Name:</p> <p>Role:</p> <p>Address:</p> <p>Phone:</p>

Requirements
<i>Include reason for request and outline any desired timescales</i>

--

Acceptance Criteria

--

Department for Education Principal Contact / Business Project Manager or Lead Sign Off

I confirm that this request qualifies as a Minor Enhancement Change

Name	
Position	
Date	

ACTION: The RfME must now be sent to the email box [REDACTED]

Part 2. Response to Request. <u>To be completed by the Service Provider</u>
--

Number of Minor Enhancement Days Required	
--	--

Proposal

Description of the change to be made and/or functionality to be delivered. Include details of activities and the Minor Enhancement effort required for each

Assumptions and Constraints

--

Key Risks and Issues

Capgemini Enterprise Architecture Approval	
<i>Action Taken</i>	
<i>Comments</i>	
Name	
Date	

Department for Education Strategy & Architecture Team Approval	
<i>Comments</i>	
Name	
Date	

Part 3 Customer Acceptance and Authority for the Minor Enhancement to be made	
<i>Comments</i>	
Name	
Date Submitted to the Service Provider	

ACTION: The RfME must be now sent to [REDACTED]

Part 4 Authorised changes to the RfME

Business needs change as processes are developed. To capture and regulate updates, any proposals to update RfMEs will be recorded here. These will then be submitted to Capgemini for an amended quote. Three changes per RfME are permitted, after this the RfME will be closed and a new RfME issued, as more than three changes to an RfME indicate significant scope creep. Versions of RFME will then using the following naming convention as an example:

RfME CAP-001 Update 1

RfME CAP-001 Update 2

RfME CAP-001 Update 3

Update proposal

Include reason for request and outline any customer critical deadlines with an explanation. Please include any software and licensing information. Customer updates will then follow the usual RfME process

Update 1

Date sent to Capgemini

Capgemini reply:

Update 2

Date sent to Capgemini

Capgemini reply:

Update 3

Date sent to Capgemini

Capgemini reply

SCHEDULE 2-8

SUB-CONTRACTORS

1. INTRODUCTION

1.1 This Schedule contains:

- 1.1.1 details of the Sub-Contractors to be engaged or employed by the SERVICE PROVIDER in the provision of Ordered Software Application Solutions; and
- 1.1.2 the procedure to select, appoint and manage Sub-Contractors.

1.2 Clause 31 of this Contract sets out the conditions and restrictions placed on amending or changing Sub-Contractors.

2. SUB-CONTRACTORS

2.1 Table of Sub-Contractors:

Name and full contact details	Obligation
None	N/A

3. PROCEDURE TO SELECT, APPOINT AND MANAGE SUB-CONTRACTORS

3.1 The SERVICE PROVIDER shall operate a formal alliance strategy and documented process for assessing potential partners and/or sub-contractors and shall manage these relationships on an on-going basis.

3.2 The strategy for the selection and management of partners/and or sub-contractors shall include but not be limited to the following:

- 3.2.1 The inclusion of partners at a number of different levels – from core partners to opportunity suppliers – partners shall move up and down over time;
- 3.2.2 Clear mechanism for the introduction of new partners, and the retirement of those that are no longer relevant; and
- 3.2.3 Be flexible enough to meet emerging business needs within a strong joint governance structure.

3.3 The SERVICE PROVIDER shall ensure the satisfactory performance of all those involved in providing services by:

- 3.3.1 Defining and agreeing responsibilities, scope, deliverables, timetable, budget, standards and quality objectives, supported by appropriate Service Level Agreements and contractual terms;
- 3.3.2 Agreeing progress management and reporting procedures, with clear and observed interfaces with clearly-defined escalation paths;
- 3.3.3 Providing for quality assurance, audits and spot checks, and wherever possible incorporating the third party services into the SERVICE PROVIDER's service quality review procedures;

- 3.3.4 Ensuring compatibility with other elements of the services to be provided;
 - 3.3.5 Ensuring that the third party is aware their performance is visible to the Customer; and
 - 3.3.6 Managing third parties through fact, not implied/previous undocumented agreements
- 3.4 Core sub-contractors shall be subject to a regular review to cover but not be limited to the following:
- 3.4.1 Service quality;
 - 3.4.2 Level of take-up;
 - 3.4.3 Improvements to the service and administration; and
 - 3.4.4 Joint marketing opportunities.

SCHEDULE 2-9

DISPUTE RESOLUTION PROCEDURE

1. INTRODUCTION

- 1.1 This Schedule sets out the mediation and arbitration dispute resolution procedure governing disputes under this Contract.
- 1.2 In the event that a dispute cannot be resolved by the CUSTOMER and SERVICE PROVIDER representatives nominated under Clause 21.3 of this Contract within a maximum of ten (10) Working Days (or such other period as agreed by the parties) after referral, the dispute shall be further referred to mediation in accordance with the provisions of Clause 21.5 of this Contract.
- 1.3 Subject always to the provisions of Clause 21 of this Contract, nothing in this dispute resolution procedure shall prevent the CUSTOMER or the SERVICE PROVIDER from seeking from any Court of the competent jurisdiction an interim order restraining the other party from doing any act or compelling the other to do any act.

2. MEDIATION

- 2.1 The procedure for mediation pursuant to Clause 21.5 of this Contract and consequential provisions relating to mediation shall be as follows:
 - 2.1.1 a neutral adviser or mediator (the "Mediator") shall be chosen by agreement between the CUSTOMER and the SERVICE PROVIDER or, if they are unable to agree upon the identity of the Mediator within ten (10) Working Days after a request by one party to the other, or if the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator; and
 - 2.1.2 the CUSTOMER and the SERVICE PROVIDER shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. The parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure.
 - (a) Unless otherwise agreed by the CUSTOMER and the SERVICE PROVIDER, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
 - (b) In the event that the CUSTOMER and the SERVICE PROVIDER reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on both parties once it is signed by the Head of Supplier Management, the CUSTOMER's second point of contact and SERVICE PROVIDERS's 'Head of AMS Service Delivery'.
 - (c) Failing agreement, either the CUSTOMER or SERVICE PROVIDER may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Contract or otherwise without the prior written consent of both parties.
 - (d) The CUSTOMER and the SERVICE PROVIDER shall each bear their own costs in relation to any reference made to the Mediator and the fees and all other costs

of the Mediator shall be borne jointly in equal proportions by both parties unless otherwise directed by the Mediator.

- (e) Work and activity to be carried out under this Contract shall not cease or be delayed during the mediation process.
- (f) In the event that the CUSTOMER and the SERVICE PROVIDER fail to reach agreement in the structured negotiations within forty (40) Working Days of the Mediator being appointed, or such longer period as may be agreed, then any dispute or difference between them may, subject to the agreement of both parties, be referred to arbitration in accordance with the provisions of Clause 21.5 of this Contract.

3. ARBITRATION

- 3.1 In the event that a dispute between the CUSTOMER and the SERVICE PROVIDER, or a claim by one against the other, pursuant to the terms of this Contract is not resolved pursuant to paragraph 2 of this Schedule, the parties may, in accordance with the provisions of Clause 21.5 of this Contract and subject to paragraph 2.7 of this Schedule, refer the matter to arbitration in accordance with this Schedule.
- 3.2 The party seeking to initiate the arbitration shall give a written Notice of Arbitration to the other party. The Notice of Arbitration shall specifically state:
 - 3.2.1 that the dispute is referred to arbitration;
 - 3.2.2 the particulars of this Contract; and
 - 3.2.3 a brief summary of the subject of the dispute.
- 3.3 Unless otherwise agreed in writing by the CUSTOMER and the SERVICE PROVIDER, the provisions of the Arbitration Act 1996 shall govern the arbitration commenced pursuant to this Schedule.
- 3.4 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, if referred to arbitration in accordance with this Schedule shall be resolved by arbitration under the procedural rules of the London Court of International Arbitration (which are deemed to be incorporated into this Contract save that in the event of any conflict between those rules and this Contract, this Contract shall prevail).
- 3.5 It is agreed between the CUSTOMER and the SERVICE PROVIDER that for the purposes of the arbitration, the decision of the arbitrator shall be binding on the parties (in the absence of any material failure by the arbitrator to comply with the London Court of International Arbitration procedural rules).
- 3.6 The arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made to any body other than the tribunal, the CUSTOMER and the SERVICE PROVIDER, their legal representatives and any person necessary to the conduct of the proceedings, without the agreement of all parties to the arbitration.
- 3.7 The arbitration proceedings shall take place in London and in the English language and the arbitration proceedings shall be governed by, and interpretations made in accordance with, the laws of England. The arbitration tribunal shall consist of a sole arbitrator to be agreed by the parties and in the event that the parties fail to agree the appointment of the arbitrator within ten (10) Working Days or, if the person appointed is unable or unwilling to act, as appointed by the London Court of International Arbitration.

- 3.8 The CUSTOMER and the SERVICE PROVIDER shall each bear their own costs in relation to any reference made to the arbitrator and the fees and all other costs of the arbitrator shall be borne jointly in equal proportions by both parties unless otherwise directed by the arbitrator.
- 3.9 In the event that the CUSTOMER and the SERVICE PROVIDER do not agree to refer the matter to arbitration, then any dispute or difference between them may be referred to the Courts in accordance with the provisions of Clause 39 of this Contract.

SCHEDULE 2-10

COMMERCIALLY SENSITIVE INFORMATION

1. INTRODUCTION

- 1.1 Without prejudice to the CUSTOMER's general obligation of confidentiality, the parties acknowledge that the CUSTOMER may have to disclose Information in or relating to this Contract following a Request for Information pursuant to Clause 19 of this Contract.
- 1.2 In this Schedule the parties have sought to identify the SERVICE PROVIDER's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 1.3 Where possible, the parties have sought to identify where any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.4 Without prejudice to the CUSTOMER's obligation to disclose Information in accordance with FOIA, the CUSTOMER will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the following Information:

Date	Item(s)	Duration of Confidentiality
Effective Date	Details of the SERVICE PROVIDER's methodologies, policies and processes. The methodologies, policies and processes remain confidential and commercially sensitive to the SERVICE PROVIDER and if such information was disclosed it could be commercially damaging to SERVICE PROVIDER.	A minimum of 2 (two) years following the end of the Term and thereafter will continue to be subject to the observance of any restrictions on use contained in any licences granted to the Authority in accordance with this Contract.
Effective Date	All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Contract. Disclosure of which may provide affect the SERVICE PROVIDER's competitive position. As a result the SERVICE PROVIDER considers this information to be a 'trade secret'.	A minimum of 2 (two) years following the end of the Term.

Effective Date	The terms of the SERVICE PROVIDER's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the SERVICE PROVIDER.	Indefinitely
Effective Date	All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods are used for the purpose of managing the SERVICE PROVIDER's resources to secure trade and generate profit and provides the SERVICE PROVIDER with a competitive advantage. If such information was disclosed it could be commercially damaging to the SERVICE PROVIDER.	A minimum of 5 (five) years following the end of the Term.
Effective Date	Any information relating to other customers of the SERVICE PROVIDER that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references).	Indefinitely

SCHEDULE 2-11

EXIT AND SERVICE TRANSFER ARRANGEMENTS

1. INTRODUCTION

- 1.1 This Schedule describes the duties and responsibilities of the SERVICE PROVIDER to the CUSTOMER leading up to and covering the expiry or termination (howsoever arising) (including partial termination) of this Contract and the transfer of service provision to a replacement service provider.
- 1.2 The objectives of the Exit and Service Transfer Arrangements are to ensure a smooth transition of the availability of the Ordered Software Application Solutions from the SERVICE PROVIDER to a replacement service provider at the termination (howsoever arising) (including partial termination) or expiry of this Contract.

2. EXIT AND SERVICE TRANSFER ARRANGEMENTS

- 2.1 The SERVICE PROVIDER agrees to indemnify and keep the CUSTOMER fully indemnified for itself and on behalf of any replacement service provider in respect of any claims, costs (including reasonable legal costs), demands, and liabilities arising from the provision of incorrect information provided to the CUSTOMER by the SERVICE PROVIDER, to the extent that any such claim, cost, demand or liability directly and unavoidably arises from the use of the incorrect information in a manner that can reasonably be assumed to be proper in bidding for or providing services similar to the Ordered Software Application Solutions.

3. SERVICE TRANSFER PLAN

- 3.1 Where required by the CUSTOMER, no later than three (3) months after the Effective Date, and thereafter as specified in paragraph 3.3 of this Schedule, the SERVICE PROVIDER shall prepare a Service Transfer Plan (STP) for review by the CUSTOMER. The CUSTOMER shall review the STP within twenty (20) Working Days of receipt from the SERVICE PROVIDER and shall notify the SERVICE PROVIDER of any suggested revisions to the STP. In this respect, the CUSTOMER will act neither unreasonably, capriciously nor vexatiously. Such suggested revisions shall be discussed and resolved within ten (10) Working Days. The agreed STP shall be signed as approved by each party.
- 3.2 The STP shall provide comprehensive proposals for the activities and the associated liaison and assistance that will be required for the successful transfer of the Ordered Software Application Solutions, including the following details:
 - 3.2.1 proposals for the identification and transfer of documentation providing details of the Ordered Software Application Solutions;
 - 3.2.2 proposals for the identification of all Ordered Goods;
 - 3.2.3 proposals for the identification of all leases, maintenance agreements and support agreements utilised by the SERVICE PROVIDER in connection with the provision of the Ordered Software Application Solutions, together with details of the relevant lessors and contractors, the payment terms, expiry dates and any relevant novation and/or early termination provisions;
 - 3.2.4 proposals for the identification and return of all CUSTOMER Furnished Items in the possession of the SERVICE PROVIDER;
 - 3.2.5 a detailed summary identifying the owners of title and risk in all the Ordered Goods and CUSTOMER Furnished Items following transfer of the Ordered Software Application Solutions;

- 3.2.6 proposals to enable the CUSTOMER or the replacement service provider to recruit suitably skilled personnel;
 - 3.2.7 proposals for the training of key members of the replacement service provider's personnel in connection with the continuation of the provision of the Ordered Software Application Solutions following the expiry or termination (howsoever arising) of this Contract charged at rates agreed between the parties at that time;
 - 3.2.8 proposals for the granting of licences to use all software (including the Software) necessary for the CUSTOMER's receipt of the Ordered Software Application Solutions and the provision of copies of all related documentation;
 - 3.2.9 proposals for the transfer of all CUSTOMER Data then in the SERVICE PROVIDER's possession to either the CUSTOMER or a replacement service provider, including:
 - (a) an inventory of all CUSTOMER Data;
 - (b) details of the data structures in which the CUSTOMER Data is stored, in the form of an agreed data model together with information on other data structures in which the CUSTOMER Data could be stored;
 - (c) proposed transfer methods, both physical and electronic; and
 - (d) proposed methods for ensuring the integrity of the CUSTOMER Data on transfer,
 - (e) proposed methods for the secure cleanse and / or destruction of CUSTOMER Data from all equipment via a CESG approved product or method or where this is not possible for legal, regulatory, or technical reasons the SERVICE PROVIDER must protect the equipment and CUSTOMER Data until such time when the CUSTOMER Data can be securely cleansed or destroyed.
 - 3.2.10 proposals for providing the CUSTOMER or a replacement service provider copies of all documentation:
 - (a) used in the provision of the Ordered Software Application Solutions and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the SERVICE PROVIDER; and
 - (b) relating to the use and operation of the Ordered Goods;
 - 3.2.11 proposals for the methods of transfer of the Ordered Goods to the CUSTOMER or a replacement service provider;
 - 3.2.12 proposals for the assignment or novation of all Ordered Goods, leases, maintenance agreements and support agreements utilised by the SERVICE PROVIDER in connection with the performance of the Ordered Software Application Solutions;
 - 3.2.13 proposals for the disposal of any redundant Ordered Goods and materials; and
 - 3.2.14 proposals for the supply of any other information or assistance reasonably required by the CUSTOMER or a replacement service provider in order to effect an orderly hand over of the provision of the Ordered Software Application Solutions.
- 3.3 The STP shall be reviewed and updated by the SERVICE PROVIDER. In this regard, the SERVICE PROVIDER shall provide a revised version of the STP to the CUSTOMER on or before 31 July and 31st January each year (or more frequently as may be agreed between the parties). The revised STP shall be reviewed and agreed in accordance with the provisions of paragraph 3.1 of this Schedule.

4. ASSISTANCE ON EXPIRY OR TERMINATION

- 4.1 The SERVICE PROVIDER shall, where so requested by the CUSTOMER, provide assistance to the CUSTOMER to plan for the Decommissioning of Ordered Software Application Solutions and/or to migrate the provision of the Ordered Software Application Solutions to a replacement service provider including as set out in the Service Transfer Plan.

5. PRE- SERVICE TRANSFER OBLIGATIONS

- 5.1 The SERVICE PROVIDER agrees that, subject to compliance with the Data Protection Legislation:

5.1.1 within twenty (20) Working Days of the earliest of:

(a) receipt of a CCN / written notification from the CUSTOMER of the Decommissioning or proposed Decommissioning of Ordered Software Application Solutions;

(b) receipt of the giving of notice of early termination of this Contract or any part thereof; or

(c) the date which is six (6) months before the due expiry date of this Contract,

it shall provide a list of those of its, or its Sub-Contractors', employees who are wholly or mainly assigned to the provision of the Ordered Software Application Solutions or in the case of any written notification provided under 5.1.1.1, any relevant part of the Ordered Software Application Solutions, together with Staffing Information in relation to such employees. Such list shall be provided by way of an update to the list of In-Scope Employees (as defined below) and shall be further updated at such intervals as are reasonably requested by the CUSTOMER.

- 5.2 The SERVICE PROVIDER agrees that, subject to compliance with the Data Protection Legislation, at least ten (10) Working Days prior to the Service Transfer Date, the SERVICE PROVIDER shall provide to the CUSTOMER for itself or on behalf of any replacement service provider (as the case may be):

5.2.1 a final list of employees which shall transfer under TUPE (the “**Transferring Service Provider Employees**”); and

5.2.2 the Staffing Information in relation to the Transferring Service Provider Employees (insofar as such information has not previously been provided).

- 5.3 The CUSTOMER shall be permitted to use and disclose information provided by the SERVICE PROVIDER under paragraph 5 of this Schedule for informing any tenderer or other prospective replacement service provider provided that obligations of confidence are placed on the tenderer or other prospective replacement service provider which are no less onerous than those imposed on the CUSTOMER by the SERVICE PROVIDER.

- 5.4 The SERVICE PROVIDER warrants that the information provided under paragraph 5 of this Schedule shall be true and accurate.

- 5.5 From the the date of the earliest event referred to in paragraph 5.1.1.2 and 5.1.1.3 the SERVICE PROVIDER agrees that it shall not, and agrees to procure that its Sub-Contractors shall not without the approval of the Authority (not to be unreasonably withheld or delayed), in respect of those employees engaged in the provision of the Software Application Solutions or any relevant part of the Software Application Solutions:

5.5.1 increase or reduce the total number of employees so engaged or deploy any other person to perform the Ordered Software Application Solutions (or any relevant part of

the Ordered Software Application Solutions) or give notice to terminate the employment of any such employees; or

- 5.5.2 replace or re-deploy any such employee other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same or broadly similar terms and conditions of employment as the person he/she replaces; or
- 5.5.3 increase the proportion of working time spent on the Ordered Software Application Solutions (or any relevant part of the Ordered Software Application Solutions) by any such employees save for fulfilling assignments and projects previously scheduled and agreed; or
- 5.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any such employees; or
- 5.5.5 make, promise, propose or permit any changes to their terms and conditions of employment and/or pensions, retirement and/or death in service benefits (including any payments connected with the termination of employment); or
- 5.5.6 not to adversely affect any pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer and/or the termination or expiry of the Ordered Software Application Solutions provided under this Contract (as applicable); or
- 5.5.7 make, promise, propose or permit any changes to the SERVICE PROVIDER Scheme or the rules regarding participation; or
- 5.5.8 withhold such information relating to pensions, including which employees participate or are eligible to participate in the Civil Service Pension Schemes or any other pension scheme, as the CUSTOMER may reasonably request,

and the SERVICE PROVIDER shall promptly notify, and procure that each Sub-contractor shall promptly notify, the CUSTOMER (or at the direction of the CUSTOMER, any replacement service provider) of any notice to terminate employment given to or received from any such employee engaged in the provision of the Ordered Software Application Solutions (or any relevant part of the Ordered Software Application Solutions).

6. ARRANGEMENTS FOR RECOVERY OF SUPPLIER'S REDUNDANCY COSTS

- 6.1 The CUSTOMER and SERVICE PROVIDER agree that the employees listed in Annex A of this Schedule 2-11 (defined as "**In-Scope Employees**") are either (i) engaged in the provision of Ordered Software Application Solutions immediately before the Effective Date of this Contract to such an extent that they would be assigned to the Ordered Software Application Solutions in accordance with TUPE as at the Effective Date, or (ii) agreed by the parties. Accordingly the provisions of paragraph 6 of this Schedule shall apply to In-Scope Employees from the Effective Date of this Contract and shall continue in effect for 6 months following the expiry or termination of this Contract ("**Relevant Period**").
- 6.2 The Redundancy Costs for the In-Scope Employees calculated based on salary and benefits as at the Effective Date but assuming length of service at an effective date of termination of employment of 30 November 2021 are set out in Annex A. The CUSTOMER shall have no liability for:
 - 6.2.1 the Redundancy Costs of any person other than the In-Scope Employees; or
 - 6.2.2 any increase in Redundancy Costs as a result of changes made by the SERVICE PROVIDER after the Effective Date to the terms and conditions of employment of the In-Scope Employees (including any increase in salary, benefits or payments connected with the termination of employment).

- 6.3 Subject to the SERVICE PROVIDER'S obligations under paragraph 6.4 and paragraph 10 below the parties agree that each or all of the following circumstances may give rise to a claim by the Supplier for Redundancy Costs in respect of In-Scope Employees from the CUSTOMER:
- 6.3.1 Decommissioning of systems on the CUSTOMER's instruction which are supported by the SERVICE PROVIDER in the provision of Ordered Software Application Solutions as at the Effective Date; or
 - 6.3.2 Termination for convenience by the CUSTOMER pursuant to Clause 10.2 of this Contract; or
 - 6.3.3 Any amendment to the Contract under a Change Control Notice (in accordance with the procedure set out in Schedule 2.7) that requires a reduction in the Charges and corresponding reduction in number of In-Scope Employees; or
 - 6.3.4 On expiry or on termination of this Contract;
- except where any In-Scope Employees become Transferring Service Provider Employees and transfer to the CUSTOMER or a replacement service provider under TUPE and/or the Acquired Rights Directive (or would have so transferred had they not objected to such transfer pursuant to Regulation 4(7) of TUPE or the equivalent provisions under the Acquired Rights Directive) and in these circumstances the SERVICE PROVIDER will have no claim for Redundancy Costs against the CUSTOMER and the Employee Liabilities will be allocated between the parties in accordance with paragraphs 8 and 9 of this Schedule. Further, the SERVICE PROVIDER will have no claim for Redundancy Costs where an offer of employment made pursuant to paragraph 10 below is accepted by the relevant In-Scope Employee.
- 6.4 The SERVICE PROVIDER agrees that if an In-Scope Employee is identified as at risk of redundancy (which shall have the meaning set out in s.139 Employment Rights Act 1996 as amended from time to time) as a result of the circumstances outlined in paragraph 6.3 above, it shall notify the CUSTOMER of such fact as soon as is reasonably practicable and shall use commercially reasonable endeavours to (i) redeploy such In-Scope Employees into a suitable alternative role which must be 12 months or more in duration, and (ii) otherwise mitigate any potential Redundancy Costs. The SERVICE PROVIDER will take such steps as it considers reasonable in the circumstances to redeploy and this may include any of the following:
- 6.4.1 providing access to Jobspot which is the SERVICE PROVIDER'S internal vacancy portal describing a list of available roles across its business;
 - 6.4.2 providing re-deployment support regarding the process and identifying suitable roles;
 - 6.4.3 retraining on the condition that such re-training is considered by the SERVICE PROVIDER to be at a reasonable cost and can be carried out within reasonable timescales.
 - 6.4.4 monitoring each stage of any application made by an In-Scope Employee for suitable alternative roles so that delays are avoided, where ever possible.
- 6.5 The parties agree that subject to the SERVICE PROVIDER's compliance with its obligations under paragraph 6.4 above, the Redundancy Costs in respect of In-Scope Employees as incurred by the SERVICE PROVIDER will be apportioned between the parties equally (on a 50:50 basis) and the SERVICE PROVIDER shall notify the CUSTOMER of its claim (or claims) for reimbursement of Redundancy Costs by the CUSTOMER as soon as reasonably practicable on becoming aware of such a claim (or claims) and in any event within three (3) months of an event listed in paragraph 6.3.1 to 6.3.4 above.
- 6.6 Subject to 6.7 below, the CUSTOMER'S reimbursement obligation in paragraph 6.5 shall be limited to a maximum reimbursement cap for the Relevant Period not exceeding £268,576 being 50% of the estimated total of **£537,153**.

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- 6.7 If at any time during the Relevant Period the SERVICE PROVIDER makes In-Scope Employee no 1 and/or In-Scope Employee no 10 redundant in accordance with, and in compliance with, the provisions of this Schedule 2-11 (to include without limitation paragraph 6.4 above) and Redundancy Costs for those employee(s) increase from the lower of the figure(s) stated below solely due to the timing of their redundancy, and the redundancy takes place before expiry or termination of the Contract, the Customer will pay 50 per cent (50%) of the amount by which the relevant In-Scope Employees Redundancy Costs exceed:
- (i) in respect of In-Scope Employee 1 the sum £41,128 subject to an overall total for that employee of £156,389; and
 - (ii) in respect of In-Scope Employee 10 the sum £90,083 subject to an overall total for that employee of £203,760.
- 6.8 The SERVICE PROVIDER shall on demand provide such information and supporting documentation as may be reasonably required by the CUSTOMER to substantiate any claim for reimbursement including information and supporting documentation to verify any steps taken by the SERVICE PROVIDER to mitigate any Redundancy Costs incurred in compliance with its obligations under paragraph 6.4 above.
- 6.9 If any In-Scope Employee is made redundant by the SERVICE PROVIDER but is subsequently re-employed by the SERVICE PROVIDER within 12 months' of the date such In-Scope Employee's employment by the SERVICE PROVIDER terminates, the SERVICE PROVIDER shall repay the CUSTOMER any payment made by the CUSTOMER to the SERVICE PROVIDER pursuant to this paragraph 6 within 30 days of such re-employment commencing.

7. APPLICATION OF TUPE ON A SERVICE TRANSFER

- 7.1 The CUSTOMER shall determine whether or not based upon a reasonable assessment of the facts a Service Transfer is a situation to which TUPE and/or the Acquired Rights Directive may apply. In circumstances where it is so reasonably determined, it is agreed the CUSTOMER or a replacement service provider would inherit liabilities in respect of employees of the SERVICE PROVIDER or any Sub-Contractor engaged in the provision of the Ordered Software Application Solutions and, accordingly, the provisions in paragraphs 8 to 9 of this Schedule shall apply. For the avoidance of doubt, any indemnities provided by the Supplier in paragraphs 8 to 9 below do not apply to the extent that such indemnity relates to the Supplier's obligations to pay Redundancy Costs to In-Scope Employees pursuant to paragraph 6 above.

8. TUPE INDEMNITIES

- 8.1 The SERVICE PROVIDER shall, and shall procure that any Sub-Contractor shall, perform and discharge all its obligations in respect of all the Transferring Service Provider Employees up to and including the Service Transfer Date. The SERVICE PROVIDER shall indemnify the CUSTOMER for itself and on behalf of any replacement service provider against all Employee Liabilities arising from the SERVICE PROVIDER's, or any Sub-Contractor's, failure to perform and discharge any such obligation.
- 8.2 The SERVICE PROVIDER shall indemnify the CUSTOMER for itself and on behalf of any replacement service provider against any Employee Liabilities in respect of the Transferring Service Provider Employees arising from or as a result of:
- 8.2.1 any act or omission by the SERVICE PROVIDER or any Sub-Contractor occurring on or before the Service Transfer Date;
 - 8.2.2 any claim made by or in respect of any person employed or formerly employed by the SERVICE PROVIDER or any Sub-Contractor other than a Transferring Service Provider Employee or any In-Scope Employee for which it is alleged that the CUSTOMER or any replacement service provider may be liable by virtue of this Contract and/or TUPE and/or the Acquired Rights Directive; and
 - 8.2.3 any claim made by or in respect of a Transferring Service Provider Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Service
-

Provider Employee relating to any act or omission of the SERVICE PROVIDER or any Sub-Contractor in relation to its or their obligations under Regulation 13 of TUPE except to the extent that the liability arises from the CUSTOMER's or any replacement service provider's failure to comply with Regulation 13(4) of TUPE.

- 8.3 If any person who is not a Transferring Service Provider Employee or an In-Scope Employee claims, or it is determined, that his contract of employment has been transferred from the SERVICE PROVIDER or any Sub-Contractor to the CUSTOMER or any replacement service provider pursuant to TUPE or the Acquired Rights Directive, then:
- 8.3.1 the CUSTOMER will and shall use its reasonable endeavours to procure that the replacement service provider will, within five (5) Working Days of becoming aware of that fact, give notice in writing to the SERVICE PROVIDER; and
- 8.3.2 the SERVICE PROVIDER may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the CUSTOMER or the replacement service provider or take such other steps as it considers appropriate to deal with the matter.
- 8.4 If such offer is accepted, or if the situation has otherwise been resolved by the SERVICE PROVIDER, the CUSTOMER shall and shall use its reasonable endeavours to procure that the replacement service provider shall immediately release the person from his employment.
- 8.5 If, after the fifteen (15) Working Day period specified in paragraph 8.3.2 of this Schedule has elapsed:
- 8.5.1 no such offer of employment has been made; or
- 8.5.2 such offer has been made but not accepted; or
- 8.5.3 the situation has not otherwise been resolved,
- the CUSTOMER may and shall advise the replacement service provider that it may within five (5) Working Days give notice to terminate the employment of such person.
- 8.6 Subject to the CUSTOMER or the replacement service provider acting in accordance with the provisions of paragraph 8 of this Schedule, the SERVICE PROVIDER shall indemnify the CUSTOMER for itself and on behalf of the replacement service provider against all Employee Liabilities arising out of termination pursuant to the provisions of paragraph 8.5 of this Schedule.
- 8.7 If any such person as is described in paragraph 8.3 of this Schedule is neither re-employed by the SERVICE PROVIDER or any Sub-Contractor nor dismissed by the CUSTOMER or replacement service provider within the time scales set out in this paragraph 8 of this Schedule, such person will be treated as a Transferring Service Provider Employee.
- 8.8 The CUSTOMER shall, and shall use its reasonable endeavours to procure that the replacement service provider shall indemnify the SERVICE PROVIDER against all Employee Liabilities arising from the CUSTOMER's or a replacement service provider's failure to perform and discharge any obligation and against any Employee Liabilities in respect of the Transferring Service Provider Employee arising from or as a result of any act or omission by the CUSTOMER or a replacement service provider relating to a Transferring Service Provider Employee occurring before the Service Transfer Date which would give rise to a substantial change in working conditions to the material detriment of a Transferring Service Provider Employee or on or after the Service Transfer Date or any other matter, event or circumstance occurring or having its origin after the Service Transfer Date.

9. THIRD PARTY RIGHTS

- 9.1 The parties agree that the Contracts (Rights of Third Parties) Act 1999 (CRiTPA) shall apply to paragraph 8 of this Schedule to the extent necessary that any replacement service provider shall

have the right to enforce the obligations owed to, and indemnities given to, the replacement service provider by the SERVICE PROVIDER under that paragraph 8 in its own right pursuant to clause 1(1) of CRITPA.

10. PROVISIONS WHERE TUPE DOES NOT APPLY

In the event of a Service Transfer to which TUPE or the Acquired Rights Directive do not apply and prior to the SERVICE PROVIDER making any In-Scope Employee redundant in accordance with paragraph 6 above, the SERVICE PROVIDER shall notify the CUSTOMER of its intention to issue notice of termination of employment by reason of redundancy and the following provisions shall apply:

- 10.1 the CUSTOMER can and shall advise the replacement service provider that it can, in its discretion, make to any of the employees identified on the list provided by the SERVICE PROVIDER under paragraph 5.1 of this Schedule and including, to the extent there are any differences, any In-Scope Employees listed in Annex A, an offer, in writing, to employ that employee under a new contract of employment to take effect on the Day after the termination of employment referred to in paragraph 10.2 of this Schedule or the Day after the In-Scope Employee is to be made redundant in accordance with paragraph 6 of this Schedule (as applicable). Any offer of employment to an In-Scope Employee must be made within twenty (20) Working Days of the SERVICE PROVIDER giving the CUSTOMER notice of its intention to issue notice of termination of employment by reason of redundancy in accordance with this paragraph 10 and shall be conditional on such employee waiving any right to a redundancy payment or entitlement by the SERVICE PROVIDER (the wording of such waiver to be agreed in advance between the CUSTOMER and the SERVICE PROVIDER).
- 10.2 When the offer has been made by the CUSTOMER or replacement service provider and accepted by any employee or worker, the SERVICE PROVIDER shall and shall procure that any Sub-Contractor shall permit the employee or worker to leave its employment, as soon as practicable depending on the business needs of the SERVICE PROVIDER, which could be without the employee or worker having worked his full notice period, if the employee so requests.
- 10.3 If the employee does not accept an offer of employment made by the CUSTOMER or replacement service provider, or no such offer is made, the employee shall remain employed by the SERVICE PROVIDER (or the relevant Sub-Contractor, as the case may be) and all Employee Liabilities in relation to the employee shall remain with the SERVICE PROVIDER and the SERVICE PROVIDER shall indemnify the CUSTOMER for itself and on behalf of any replacement service provider against any Employment Liabilities that either of them may incur in respect of any such employees of the SERVICE PROVIDER or the relevant Sub-Contractor. For the avoidance of doubt this indemnity from the SERVICE PROVIDER shall not include any provision for Redundancy Costs in respect of In-Scope Employees as set out separately under paragraph 6 of this Schedule.

ANNEX A

LIST OF IN-SCOPE EMPLOYEES AND REDUNDANCY COSTS

Employee ID		Redundancy Cost for Exit on 1-Dec-2021 Note: Redundancy & PILON figures are based on 2018 salaries						
CG Emp Number	Anon ID	Ex-gratia Payment	PILON	CSCS Payment	CILON Uplift	Total Redundancy Cost	ERNI PILON & CR over 30k	Total Cost to Capgemini
269961	1	£0	12,555	24,000	2,840	39,395	1,733	41,128
752239	2	£63,442	19,101			82,543	7,251	89,794
266466	3	£22,489	9,596			32,085	1,324	33,410
269822	10	£0	9,314	71,600	1,883	82,797	7,286	90,083
269848	12	£30,303	9,091			39,394	1,296	40,690
269890	13	£32,428	9,728			42,156	1,678	43,834
269926	15	£40,220	12,066			52,286	3,075	55,361
269948	16	£21,662	9,207			30,869	1,271	32,140
285051	22	£4,528	3,290			7,819	454	8,273
400653	24	£42,140	13,278			55,418	3,508	58,926
247766	26	£29,727	12,115			41,842	1,672	43,514
TOTALS	11 FTE	286,940	119,342	95,600	4,723	506,605	30,547	537,153

SCHEDULE 2-12

STANDARDS AND REGULATIONS

1. INTRODUCTION

- 1.1 The Standards and Regulations with which the SERVICE PROVIDER shall comply in its provision of the Ordered Software Application Solutions are as detailed in the CUSTOMER's SOR and within this Schedule. These Standards and Regulations may be amended from time to time by the Contract Change Procedure and/ or Work Order Procedure referred to in Schedule 2 - 7. The Standard and Regulations listed in the CUSTOMER SOR include but are not limited to:

2. TECHNICAL

- 2.1 The SERVICE PROVIDER shall meet the Government Digital Service Standard - <https://www.gov.uk/service-manual/service-standard> - when developing services where more than one of the criteria listed below are met - the Service is:

- 2.1.1 A public-facing, transactional service
- 2.1.2 processing (or likely to process) more than 100,000 transactions every year
- 2.1.3 the responsibility of a central government department, agency or non-departmental public body

and otherwise, as may be required by the CUSTOMER in any Work Order commissioned through Schedule 2.7

- (a) Compliance with the GDS Technology Code of Practice -

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

- 2.2 Use of open standards and alignment with the e-Government Metadata Standard (e-GMS) - <https://www.gov.uk/service-manual/technology/working-with-open-standards> - any integration with other applications which isn't based on open standards should be minimised to avoid 'lock-in' to products.

- 2.3 The SERVICE PROVIDER shall follow guidance around use of Application Programming Interfaces (APIs) - <https://www.gov.uk/guidance/gds-api-technical-and-data-standards>

- 2.4 Any development follows guidance for End User Devices - <https://www.gov.uk/service-manual/technology/choosing-technology-an-introduction>

- 2.5 Solutions align with the DfE Enterprise Architecture Principles - <https://educationgovuk.sharepoint.com/sites/gp/WorkplaceDocuments/Principles/DfE%20Enterprise%20Architecture%20Principles.docx>

- 2.5.1 ITIL Guidelines

- (a) The SERVICE PROVIDER shall follow the guidelines contained in the Office of Government Commerce's IT Infrastructure Library ("ITIL guidelines") for delivering the Ordered Software Application Solutions.
- (b) The SERVICE PROVIDER shall ensure that its service support processes include:

2.7.2.1. Configuration management;

2.7.2.2. Service desk/help Desk;

2.7.2.3. Incident management;

2.7.2.4. Problem management;

2.7.2.5. Change management; and

2.7.2.6. Release management,

2.8..The SERVICE PROVIDER shall ensure that its service delivery processes include:

2.8.1. Service level management;

2.8.2. ICT financial management;

2.8.3. Capacity management;

2.8.4. Availability management;

2.8.5. ICT service continuity management; and

2.8.6. Security management.

2.6 The SERVICE PROVIDER shall develop and maintain full documentation of the processes listed at paragraphs 2.7 and 2.8 of this Schedule to a standard sufficient to achieve ISO 20000 certification.

2.7 The SERVICE PROVIDER's ICT service management functions shall interface with the CUSTOMER in accordance with the CUSTOMER's ICT service management framework.

2.8 The SERVICE PROVIDER shall on reasonable request provide the CUSTOMER with documents showing how ITIL guidelines have been followed in the provision of the Ordered Software Application Solutions.

2.8.1 The SERVICE PROVIDER shall on request allow the CUSTOMER or its representatives to audit any or all of its ICT service management functions [to ensure that ITIL guidelines are being followed in the delivery of the Services.

3. BUSINESS

3.1 This Business section of Schedule 2 – 12 describes the way in which the SERVICE PROVIDER shall work within the CUSTOMER's governance structure. This Business section shall be further developed and agreed between the CUSTOMER and the SERVICE PROVIDER and any amendments made in accordance with the provisions within Schedule 2 – 7 Change Control. The following shall also apply to the CUSTOMER and other SERVICE PROVIDERS within the CUSTOMER's supply chain

3.1.1 Behaviours

(a) Collaborative Intention

The SERVICE PROVIDER shall maintain a genuine non-defensive presence and commit to mutual success in their relationships with the CUSTOMER and other Service providers

(b) Openness

The SERVICE PROVIDER commits to honesty in its dealings with the CUSTOMER and other Service providers both telling the truth and listening to the truth and shall endeavor to create a culture of openness that allows all Suppliers and the CUSTOMER to feel safe enough to discuss concerns, solve problems and deal directly with difficult issues

(c) Self Accountability

The SERVICE PROVIDER shall take responsibility for their circumstances and the choices they make either through their action or failure to act. The SERVICE PROVIDER shall focus on the solution to a problem or issue rather than seeking to blame the CUSTOMER or another Supplier

(d) Self-Awareness and Awareness of Others

The SERVICE PROVIDER commits to understanding their own organization and issues within their own organization; to understand the concerns, intentions and motivations of the CUSTOMER and other Suppliers as well as the culture and context of the CUSTOMER and other Suppliers' circumstances

(e) Problem Solving and Negotiation

The SERVICE PROVIDER shall use problem-solving methods that promote a co-operative atmosphere and avoid fostering covert, overt, conscious or unconscious enmity, conflicts or point-scoring

The SERVICE PROVIDER is required to demonstrate these behaviours at all times in their relationship with the CUSTOMER and the CUSTOMER's Suppliers. Assessment and performance against these behaviours shall be made through regular reviews and CUSTOMER satisfaction surveys

3.2 Dependencies Register

3.2.1 The SERVICE PROVIDER shall contribute to and support the maintenance of a Dependencies Register for all cross-supplier dependencies, The Dependencies Register shall be subject to change control and held by the CUSTOMER.

3.2.2 An appropriate level of detail shall be provided by the SERVICE PROVIDER to facilitate documentation of dependencies such that the relationships between Dependencies can be easily identified

3.2.3 The SERVICE PROVIDER shall work with other suppliers to identify new, changed or superseded cross-tower dependencies, which shall be notified to the CUSTOMER as soon as practicable

3.2.4 Changes to the Dependencies Register will **not** attract a formal contract change, or change to any Supplier's charges, **unless** the new, changed or superseded dependency falls outside the scope of the Services performed by the applicable Supplier and reflect a material change in the Supplier's obligations

3.2.5 Where a Supplier (the "Defaulting Supplier") fails to perform, or is likely to fail to perform any relevant obligation recorded as a dependency in the Dependencies Register then:

- (a) The Defaulting Supplier and the affected Supplier ("Non-Defaulting Supplier") shall notify the CUSTOMER as soon as the failure, or likely failure, is identified giving reasons for such failure and the rectification plan

- (b) The Suppliers shall work together to minimise the effect of any failure, or likely failure, on the performance of the Non-Defaulting Supplier's Services
- (c) The Non-Defaulting Supplier shall resume the performance of its obligations as soon as reasonably practicable after the Defaulting Supplier fulfils the Dependency
- (d) The Non-Defaulting Supplier shall take whatever action it reasonably can to mitigate its losses and to mitigate the effect of the failure, or likely failure, to meet a dependency
- (e) Where a Supplier is made aware of a failure, or likely failure, to meet a dependency, and it can mitigate the effect, they shall notify the CUSTOMER of these actions as soon as is reasonably practicable. Where mitigating action can be taken, without incurring additional cost, the Supplier shall be under an obligation to use reasonable endeavours to take this action

(i) **SECURITY**

3.3 The SERVICE PROVIDER shall ensure that security is maintained to the level required by Schedule 2-16, and subject to the relevant audit rights at Clause 35 of this Contract.

3.4 The SERVICE PROVIDER shall comply with and provide evidence of compliance with NCSC security guidance.



3.5 The SERVICE PROVIDER shall ensure that their Business Continuity Plans and processes including IT disaster recovery plans and procedures comply with ISO22301 in relation to the Ordered Software Application Solutions.

3.5.1 The SERVICE PROVIDER shall comply with and provide evidence of compliance with the Cabinet Office minimum cyber security standard.

4. ENVIRONMENT

4.1 The SERVICE PROVIDER undertakes to follow a sound environmental management policy so that its activities comply with all applicable environmental legislation and regulations and that its products or services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of, in ways that are appropriate from an environmental protection perspective.

4.2 The SERVICE PROVIDER warrants that it has obtained ISO 14000/14001 certification for its environmental management and shall comply with and maintain such certification requirements.

4.3 The SERVICE PROVIDER shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2002/96/EC.

5. PROJECT MANAGEMENT

5.1 The SERVICE PROVIDER shall generally make use of PRINCE2 methodology or similar, supplemented where appropriate by the tools and methods of the SERVICE PROVIDER's own project management methodologies.

6. SYSTEMS DEVELOPMENT ENVIRONMENT

6.1 Any requirements analysis or requirements capture shall be based on Structured System Analysis and Design Methodology, (SSADM) or Dynamic Systems Development Methodology (DSDM) or equivalents (tailored where appropriate and necessary) as agreed with the CUSTOMER.

7. DATA STANDARDS

- 7.1 The SERVICE PROVIDER shall develop, document, operate and maintain standards and procedures for ensuring the quality and integrity of all key data. These standards and procedures must be agreed with the CUSTOMER.

8. INFORMATION STANDARDS

- 8.1 The SERVICE PROVIDER shall comply with the CUSTOMER's Information Standards as published by the Information Standards Board and principles of master data management

9. VERSION CONTROL

- 9.1 The SERVICE PROVIDER shall develop procedures which ensure that only the correct release or version of a Deliverable can be delivered to the CUSTOMER. The SERVICE PROVIDER shall provide a copy of the draft procedures to the CUSTOMER for its approval. On receipt of such approval, the SERVICE PROVIDER shall then operate those procedures.

SCHEDULE 2-13

TITLE AND RISK

1. INTRODUCTION

- 1.1 This Schedule specifies the ownership and passing of title and risk from one party to another under certain circumstances during and following the Term of this Contract.

2. CONTRACT COMMENCEMENT

- 2.1 Ordered Goods and CUSTOMER Furnished Items to be used in the provision of the Ordered Software Application Solutions may (as applicable) be provided by the SERVICE PROVIDER or the CUSTOMER or a lessor. Subject always to the provisions of paragraph 3 of this Schedule, title and risk in those Ordered Goods and CUSTOMER Furnished Items shall be as specified in this paragraph 2 of this Schedule.

- 2.2 Where any Ordered Goods are provided by the SERVICE PROVIDER (other than Ordered Goods which are leased, loaned or hired by a third party in accordance with paragraph 2.4 of this Schedule):

2.2.1 they shall remain the property of the SERVICE PROVIDER and such Ordered Goods (if required) shall be licensed to the CUSTOMER or its authorised agents;

2.2.2 if the Ordered Goods are licensed in accordance with paragraph 2.2.1 of this Schedule, the CUSTOMER undertakes the safe custody, and the due return, of those Ordered Goods; and further

2.2.3 the CUSTOMER shall be responsible for any deterioration in those Ordered Goods, fair wear and tear excepted.

- 2.3 Where any CUSTOMER Furnished Items are provided by the CUSTOMER

2.3.1 title remains with the CUSTOMER and such CUSTOMER Furnished Items (if required) shall be licensed to the SERVICE PROVIDER or its Sub-Contractors for use only for the purposes of this Contract;

2.3.2 the SERVICE PROVIDER undertakes the safe custody, and the due return, of all such Ordered Goods;

2.3.3 the SERVICE PROVIDER shall be responsible for any deterioration in such CUSTOMER Furnished Items, fair wear and tear excepted; and

2.3.4 neither the SERVICE PROVIDER, nor any Sub-Contractor, nor any other person shall have a lien on such CUSTOMER Furnished Items for any sum due to the SERVICE PROVIDER, any Sub-Contractor or any other person and the SERVICE PROVIDER shall take all reasonable steps to ensure that the title of the CUSTOMER and the exclusion of any such lien are brought to the notice of all Sub-Contractors and other people dealing with such CUSTOMER Furnished Items.

- 2.4 Where any Ordered Goods are provided by a lessor, title to those Ordered Goods shall remain with the lessor and risk shall be determined in accordance with the relevant lease.

3. DURING THE TERM

- 3.1 Where ownership of any Ordered Goods and/or CUSTOMER Furnished Items to be used in the provision of the Ordered Software Application Solutions changes during the Term, the passing of title and risk in those Ordered Goods and CUSTOMER Furnished Items shall be as specified in this paragraph 3 of this Schedule.

- 3.2 Title in the Ordered Goods provided by the SERVICE PROVIDER shall pass to the CUSTOMER on the earlier of:
- 3.2.1 payment for such Ordered Goods; or
 - 3.2.2 such Ordered Goods successfully passing the Acceptance Tests.
- 3.3 Notwithstanding paragraph 3.2.1 of this Schedule, risk in Ordered Goods provided by the SERVICE PROVIDER shall pass to the CUSTOMER when such Ordered Goods successfully pass the Acceptance Tests. If the CUSTOMER has paid for the Ordered Goods prior to conclusion of the Acceptance Tests, the SERVICE PROVIDER shall promptly repay the amounts paid by the CUSTOMER if the Ordered Goods (or any part thereof) do not successfully pass the Acceptance Tests.
- 3.4 Where, at the CUSTOMER's request, any Ordered Goods provided by the SERVICE PROVIDER are to be transferred to a lessor, it shall remain the property of the SERVICE PROVIDER until such time as the relevant lease specifies the passage of title in such Ordered Goods. At such time, the risk in such Ordered Goods shall be determined in accordance with the relevant lease.
- 3.5 Where title and risk in any CUSTOMER Furnished Items is to transfer to the SERVICE PROVIDER, the CUSTOMER and the SERVICE PROVIDER shall agree the terms of such transfer in accordance with the Contract Change Procedures.
- 4. SERVICE TRANSFER**
- 4.1 Title and risk in the Ordered Goods after the Term shall be determined as specified in the Service Transfer Plan.

SCHEDULE 2-14

NOT USED

SCHEDULE 2-15

BCDR PLAN

1. PURPOSE OF THIS SCHEDULE

- 1.1 This Schedule sets out the CUSTOMER's requirements for ensuring continuity of the business processes and operations supported by the Ordered Software Application Solutions in circumstances of service disruption or failure and for restoring the Ordered Software Application Solutions through business continuity and as necessary disaster recovery procedures. It also includes the requirement on the SERVICE PROVIDER to develop, review, test, change, and maintain a BCDR Plan in respect of the Ordered Software Application Solutions.
- 1.2 The BCDR Plan shall be divided into three parts:
 - 1.2.1 Part A which shall set out general principles applicable to the BCDR Plan ("General Principles");
 - 1.2.2 Part B which shall relate to business continuity ("Business Continuity Plan"); and
 - 1.2.3 Part C which shall relate to disaster recovery ("Disaster Recovery Plan").
- 1.3 The BCDR Plan shall detail the processes and arrangements which the SERVICE PROVIDER shall follow to ensure continuity of the business processes and operations supported by the Ordered Software Application Solutions following any failure or disruption of any element of the Ordered Software Application Solutions and the recovery of the Ordered Software Application Solutions in the event of a Disaster.
- 1.4 The SERVICE PROVIDER shall produce ISO22301 conformant BCDR plans including IT disaster recovery plans and procedures to ensure that the delivery of the contract is not adversely affected in the event of an incident or crisis.

2. DEVELOPMENT OF BCDR PLAN

- 2.1 The BCDR Plan shall unless otherwise required by the CUSTOMER in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5 of this Schedule.
- 2.2 The SERVICE PROVIDER shall ensure that its Sub-Contractors' disaster recovery and business continuity plans are integrated with the BCDR Plan.
- 2.3 The SERVICE PROVIDER shall produce the BCDR within two calendar months of the Effective Date for services commissioned by CUSTOMER Order 001 and shall update the BCDR within one calendar month of any subsequent CUSTOMER Order to take account of new services commissioned.

3. PART A - GENERAL PRINCIPLES AND REQUIREMENTS

- 3.1 The BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Ordered Software Application Solutions and any services provided to the CUSTOMER by a Related Service Provider;
 - 3.1.3 contain an obligation upon the SERVICE PROVIDER to liaise with the CUSTOMER and (at the CUSTOMER's request) any Related Service Provider with respect to issues concerning business continuity and disaster recovery where applicable;

- 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the CUSTOMER and any of its other Related Service Providers as notified to the SERVICE PROVIDER by the CUSTOMER from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web- site (with frequently asked questions (FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the CUSTOMER;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the Ordered Software Application Solutions and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the Ordered Software Application Solutions with the services provided by a Related Service Provider; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details (including roles and responsibilities) for the SERVICE PROVIDER (and any Sub-Contractors) and for the CUSTOMER;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to preserve data integrity;
- 3.1.11 identify the responsibilities (if any) that the CUSTOMER has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical advice and assistance to key contacts at the CUSTOMER as notified by the CUSTOMER from time to time to inform decisions in support of the CUSTOMER's business continuity plans
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Ordered Software Application Solutions are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the CUSTOMER is minimal as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO 27001:2013, ISO 20000 (as amended) and all other industry standards from time to time in force; and
 - 3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

3.3 The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Ordered Software Application Solutions or to the business processes facilitated by and the business operations supported by the Ordered Software Application Solutions.

3.4 The SERVICE PROVIDER shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the SERVICE PROVIDER of this Contract.

4. PART B - BUSINESS CONTINUITY ELEMENT - PRINCIPLES AND CONTENTS

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Ordered Software Application Solutions remain supported and to ensure continuity of the business operations supported by the Ordered Software Application Solutions including and unless the CUSTOMER expressly states otherwise in writing:

4.1.1 the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Ordered Software Application Solutions; and

4.1.2 the steps to be taken by the SERVICE PROVIDER upon resumption of the Ordered Software Application Solutions in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

4.2 The Business Continuity Plan shall address the various possible levels of failures of or disruptions to the Ordered Software Application Solutions and the services to be provided and the steps to be taken to remedy to the different levels of failure and disruption. The Business Continuity Plan shall also clearly set out the conditions and/or circumstances under which the Disaster Recovery Plan is invoked.

5. PART C - DISASTER RECOVERY ELEMENT - PRINCIPLES AND CONTENTS

5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the SERVICE PROVIDER ensures continuity of the business operations of the CUSTOMER supported by the Ordered Software Application Solutions following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Disaster Recovery Plan shall only be invoked upon the occurrence of a Disaster.

5.3 The Disaster Recovery Plan shall include the following:

5.3.1 the technical design and build specification of the Disaster Recovery System;

5.3.2 details of the procedures and processes to be put in place by the SERVICE PROVIDER and any Sub-Contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

(a) data centre and disaster recovery site audits;

(b) backup methodology and details of the SERVICE PROVIDER's approach to data back-up and data verification;

(c) identification of all potential disaster scenarios;

(d) risk analysis;

(e) documentation of processes and procedures;

- (f) hardware configuration details;
 - (g) network planning including details of all relevant data networks and communication links;
 - (h) invocation rules;
 - (i) service recovery procedures; and
 - (j) steps to be taken upon Service resumption to address any prevailing effect of the Service failure or disruption;
- 5.3.3 any applicable service levels with respect to the provision of Disaster Recovery Services and details of any agreed relaxation upon the Service Levels during any period of invocation of the Disaster Recovery Plan;
- 5.3.4 details of how the SERVICE PROVIDER shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.3.5 access controls to any disaster recovery sites used by the SERVICE PROVIDER or any Sub-Contractor in relation to its obligations pursuant to this Schedule; and
- 5.3.6 testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

- 6.1 The SERVICE PROVIDER shall review part or all of the BCDR Plan and the risk analysis on which it is based:
- 6.1.1 on a regular basis and as a minimum once every six (6) calendar months;
 - 6.1.2 within three (3) months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 8 of this Schedule; and
 - 6.1.3 where the CUSTOMER requests any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this Schedule) by notifying the SERVICE PROVIDER to such effect in writing, whereupon the SERVICE PROVIDER shall conduct such reviews in accordance with the CUSTOMER's written requirements. The costs of both parties for any such additional reviews will be met by the CUSTOMER.
- 6.2 Each review of the BCDR Plan pursuant to paragraph 6.1 of this Schedule shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Ordered Software Application Solutions or any underlying business processes and operations facilitated by or supported by the Ordered Software Application Solutions which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the SERVICE PROVIDER within the period required by the BCDR Plan or if no such period is required within such period as the CUSTOMER shall reasonably require. The SERVICE PROVIDER shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the CUSTOMER a report ("Review Report") setting out:
- 6.2.1 the findings of the review;
 - 6.2.2 any changes in the risk profile associated with the Ordered Software Application Solutions; and

- 6.2.3 the SERVICE PROVIDER's proposals ("SERVICE PROVIDER Proposals") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the SERVICE PROVIDER can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.
- 6.3 The SERVICE PROVIDER shall as soon as is reasonably practicable after receiving the CUSTOMER's approval of the SERVICE PROVIDER Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the SERVICE PROVIDER Proposals. Any such change shall be at the SERVICE PROVIDER's expense unless it can be reasonably shown that the changes are required because of a material change to the Project's risk profile.
- 7. TESTING OF THE BCDR PLAN**
- 7.1 The SERVICE PROVIDER shall test the BCDR Plan on a regular basis (and in any event not less than once in every Year or following significant organizational change). Subject to paragraph 7.2, the CUSTOMER may require the SERVICE PROVIDER to conduct additional tests of some or all aspects of the BCDR Plan at any time where the CUSTOMER considers it necessary, including where there has been any change to the Ordered Software Application Solutions or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.
- 7.2 If the CUSTOMER requires an additional test of the BCDR Plan it shall give the SERVICE PROVIDER written notice and the SERVICE PROVIDER shall conduct the test in accordance with the CUSTOMER's requirements and the relevant provisions of the BCDR Plan. The SERVICE PROVIDER's costs of the additional test shall be borne by the CUSTOMER unless the BCDR Plan fails the additional test in which case the SERVICE PROVIDER's costs of that failed test shall be borne by the SERVICE PROVIDER.
- 7.3 Following each test, the SERVICE PROVIDER shall send to the CUSTOMER a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the CUSTOMER considers to be necessary as a result of those tests.
- 7.4 The SERVICE PROVIDER shall undertake and manage testing of the BCDR Plan in full consultation with the CUSTOMER and shall liaise with the CUSTOMER in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the CUSTOMER in this regard. Each test shall be carried out under the supervision of the CUSTOMER or its nominee.
- 7.5 The SERVICE PROVIDER shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the CUSTOMER. Copies of live test data used in any such testing shall be (if so required by the CUSTOMER) destroyed or returned to the CUSTOMER on completion of the test.
- 7.6 The SERVICE PROVIDER shall, within twenty (20) Working Days of the conclusion of each test, provide to the CUSTOMER a report setting out:
- 7.6.1 the outcome of the test;
- 7.6.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
- 7.6.3 the SERVICE PROVIDER's proposals for remedying any such failures.
- 7.7 Following each test, the SERVICE PROVIDER shall take all measures requested by the CUSTOMER, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the SERVICE

PROVIDER, at no additional cost to the CUSTOMER, by the date reasonably required by the CUSTOMER and set out in such notice.

7.8 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the SERVICE PROVIDER of any of its obligations under this Schedule or otherwise.

7.9 The SERVICE PROVIDER shall also perform a test of the BCDR Plan as part of the commissioning of any new project.

8. INVOCATION OF THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

8.1 In the event of a complete loss of service or in the event of a Disaster, the SERVICE PROVIDER shall immediately invoke the BCDR Plan (and shall inform the CUSTOMER promptly of such invocation). In all other instances the SERVICE PROVIDER shall only invoke or test the BCDR Plan with the prior consent of the CUSTOMER.

SCHEDULE 2-16

SECURITY MANAGEMENT PLAN

1. INTRODUCTION

1.1 This Schedule covers:

- 1.1.1 principles of protective security to be applied in delivering the Ordered Software Application Solutions;
- 1.1.2 wider aspects of security relating to the Ordered Software Application Solutions ;
- 1.1.3 the development, implementation, operation, maintenance and continual improvement of an ISMS;
- 1.1.4 the creation and maintenance of the Security Management Plan;
- 1.1.5 audit and testing of ISMS compliance with the security requirements (as set out in this Schedule).
- 1.1.6 conformance to ISO/IEC 27001:2013 (Information Security Requirements Specification) for the duration of the Contract.
- 1.1.7 obligations in the event of actual, potential or attempted breaches of security.
- 1.1.8 the CUSTOMER's 'Departmental Security Standards and Library of Special Security' clauses (Annex C)

2. PRINCIPLES OF SECURITY

2.1 The SERVICE PROVIDER acknowledges that the CUSTOMER places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the ISMS.

2.2 The SERVICE PROVIDER shall be responsible for the effective performance of the ISMS and shall at all times provide a level of security which:

- 2.2.1 is in accordance with Good Industry Practice, Law and this Contract;
- 2.2.2 complies with the Security Policy;
- 2.2.3 complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework available from the Cabinet Office Security Policy Division (COSPD);
- 2.2.4 meets any specific security threats to the ISMS;
- 2.2.5 complies with ISO/IEC27001:2013 accordance with paragraph 5 of this Schedule;
- 2.2.6 complies with the security requirements as set out in Schedule 2 – 12 and this Schedule; and
- 2.2.7 complies with the CUSTOMER's ICT standards.

2.3 Subject to Clause 16.3 of this Contract, the references to standards, guidance and policies set out in paragraph 2.2 of this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time.

- 2.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the SERVICE PROVIDER should notify the CUSTOMER's Software Application Solutions Contract Manager of such inconsistency immediately upon becoming aware of the same, and the CUSTOMER's Software Application Solutions Contract Manager shall, as soon as practicable, advise the SERVICE PROVIDER which provision the SERVICE PROVIDER shall be required to comply with.

3. ISMS AND SECURITY MANAGEMENT PLAN

3.1 Introduction

- 3.1.1 The SERVICE PROVIDER shall develop, implement, operate, maintain and continuously improve and maintain an ISMS which will, without prejudice to paragraph 2.2 of this Schedule, be approved, by the CUSTOMER, tested in accordance with this Schedule, periodically updated and audited in accordance with ISO/IEC 27001.
- 3.1.2 The SERVICE PROVIDER shall comply with and provide evidence of compliance with the CUSTOMER's model security clauses set out in Annex C to this Schedule.
- 3.1.3 The SERVICE PROVIDER shall comply with its obligations set out in the Security Management Plan.
- 3.1.4 Both the ISMS and the Security Management Plan shall, unless otherwise specified by the CUSTOMER, aim to protect all aspects of the Ordered Software Application Solutions and all processes associated with the delivery of the Ordered Software Application Solutions, including the CUSTOMER Premises, the Sites, the SERVICE PROVIDER System and any ICT, information and data (including the CUSTOMER Confidential Information and the CUSTOMER Data) to the extent used by the CUSTOMER or the SERVICE PROVIDER in connection with this Contract.

3.2 Development of the Security Management Plan

- 3.2.1 Within twenty (20) Working Days after signature of this Contract and in accordance with paragraph 3.4 of this Schedule, the SERVICE PROVIDER will prepare and deliver to the CUSTOMER for approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan set out in Annex B of this Schedule.
- 3.2.2 If the Security Management Plan, or any subsequent revision to it in accordance with paragraph 3.4 of this Schedule, is approved by the CUSTOMER it will be adopted immediately and will replace the previous version of the Security Management Plan at Annex B. If the Security Management Plan is not approved by the CUSTOMER the SERVICE PROVIDER shall amend it within ten (10) Working Days of a notice of non-approval from the CUSTOMER and re-submit to the CUSTOMER for approval. The parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the CUSTOMER. If the CUSTOMER does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with Schedule 2-9. No approval to be given by the CUSTOMER pursuant to this paragraph 3.2.2 of this Schedule may be unreasonably withheld or delayed. However, any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 3.3.4 of this Schedule shall be deemed to be reasonable.

3.3 Content of the Security Management Plan

- 3.3.1 The Security Management Plan will set out the security measures to be implemented and maintained by the SERVICE PROVIDER in relation to all aspects

of the Ordered Software Application Solutions and all processes associated with the delivery of the Ordered Software Application Solutions and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Ordered Software Application Solutions comply with the provisions of this Schedule (including the principles set out in paragraph 2.2 of this Schedule).

- 3.3.2 The Security Management Plan (including the draft version) should also set out the plans for transiting all security arrangements and responsibilities from those in place at the date of signature of this Contract to those incorporated in the SERVICE PROVIDER's ISMS at the date set out in the Implementation Plan for the SERVICE PROVIDER to meet the full obligations of the security requirements at Schedule 2-12 or this Schedule.
 - 3.3.3 The Security Management Plan will be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules of this Contract which cover specific areas included within that standard.
 - 3.3.4 The Security Management Plan shall be written in plain English in language which is readily comprehensible to the staff of the SERVICE PROVIDER and the CUSTOMER engaged in the Ordered Software Application Solutions and shall only reference documents which are in the possession of the CUSTOMER or whose location is otherwise specified in this Schedule.
- 3.4 Amendment and Revision of the ISMS and Security Management Plan
- 3.4.1 The ISMS and Security Management Plan will be fully reviewed and updated by the SERVICE PROVIDER annually or from time to time to reflect:
 - (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the SERVICE PROVIDER System, the Ordered Software Application Solutions and/or associated processes;
 - (c) any new perceived or changed security threats; and/or
 - (d) any reasonable request by the CUSTOMER.
 - 3.4.2 The SERVICE PROVIDER will provide the CUSTOMER with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the CUSTOMER. The results of the review should include:
 - (a) suggested improvements to the effectiveness of the ISMS;
 - (b) updates to the risk assessments;
 - (c) proposed modifications to the procedures and controls that effect information security to respond to events that may impact on the ISMS; and/or
 - (d) suggested improvements in measuring the effectiveness of controls.
 - 3.4.3 On receipt of the results of such reviews, the CUSTOMER will approve any amendments or revisions to the ISMS or Security Management Plan in accordance with the process set out at paragraph 3.2.2 of this Schedule.
 - 3.4.4 Any change or amendment which the SERVICE PROVIDER proposes to make to the ISMS or Security Management Plan (as a result of a CUSTOMER request or change to this Schedule or otherwise) shall be subject to the Contract Change Procedure and shall not be implemented until approved in writing by the CUSTOMER.

4. TESTING

- 4.1 The SERVICE PROVIDER shall conduct tests of the ISMS ("Security Tests") on an annual basis or as otherwise agreed by the parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the CUSTOMER.
- 4.2 The CUSTOMER shall be entitled to send a representative to witness the conduct of the Security Tests. The SERVICE PROVIDER shall provide the CUSTOMER with the results of such tests (in a form approved by the CUSTOMER in advance) as soon as practicable after completion of each Security Test.
- 4.3 Without prejudice to any other right of audit or access granted to the CUSTOMER pursuant to this Contract, the CUSTOMER and/or its authorised representatives shall be entitled, within a mutually agreed timeframe but always within seven days of notice to the SERVICE PROVIDER, to carry out such tests (including CHECK penetration tests) as it may deem necessary in relation to the ISMS and the SERVICE PROVIDER's compliance with the ISMS and the Security Management Plan. The CUSTOMER may notify the SERVICE PROVIDER of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Ordered Software Application Solutions. If such tests adversely affect the SERVICE PROVIDER's ability to deliver the Ordered Software Application Solutions to the agreed Service Levels, the SERVICE PROVIDER shall be granted relief against any resultant under-performance for the period of the tests.
- 4.4 Where any Security Test carried out pursuant to paragraphs 4.2 or 4.3 of this Schedule reveals any actual or potential Breach of Security, the SERVICE PROVIDER shall promptly notify the CUSTOMER of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the SERVICE PROVIDER proposes to make in order to correct such failure or weakness. Subject to the CUSTOMER's approval in accordance with paragraph
- 4.4.1 of this Schedule, the SERVICE PROVIDER shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the CUSTOMER or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Schedule 2 – 12 or this Schedule), the change to the ISMS or Security Management Plan shall be at no cost to the CUSTOMER.

5. COMPLIANCE WITH ISO/IEC 27001

- 5.1 The SERVICE PROVIDER shall have ISO27001 certification for the services delivered to the CUSTOMER. The 27001 certification must be to a scope relevant to the services supplied to, or on behalf of, the CUSTOMER and the statement of applicability is acceptable to the CUSTOMER. The SERVICE PROVIDER shall conform to ISO/IEC27002 (Information Security Code of Practice).
- 5.2 If certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in ISO/IEC 27002 are not consistent with the Security Policy, and, as a result, the SERVICE PROVIDER reasonably believes that it is not compliant with ISO/IEC 27001, the SERVICE PROVIDER shall promptly notify the CUSTOMER of this and the CUSTOMER in its absolute discretion may waive the requirement for certification in respect of the relevant parts.
- 5.3 The CUSTOMER shall be entitled to carry out such regular security audits as may be required and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001.
- 5.4 If, on the basis of evidence provided by such audits, it is the CUSTOMER's reasonable opinion that compliance with the principles and practices of ISO/IEC

27001 is not being achieved by the SERVICE PROVIDER, then the CUSTOMER shall notify the SERVICE PROVIDER of the same and give the SERVICE PROVIDER a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC 27001. If the SERVICE PROVIDER does not become compliant within the required time then the CUSTOMER has the right to obtain an independent audit against these standards in whole or in part.

- 5.5 If, as a result of any such independent audit as described in paragraph 5.4 of this Schedule the SERVICE PROVIDER is found to be non-compliant with the principles and practices of ISO/IEC 27001 then the SERVICE PROVIDER shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the CUSTOMER in obtaining such audit.

6. BREACH OF SECURITY

- 6.1 Either party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

- 6.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 6.1 of this Schedule, the SERVICE PROVIDER shall:

6.2.1 immediately take all reasonable steps necessary to:

- (a) remedy such breach or protect the integrity of the ISMS against any such potential or attempted breach or threat; and
- (b) prevent an equivalent breach in the future.

Such steps shall include any action or changes reasonably required by the CUSTOMER. In the event that such action is taken in response to a breach that is determined by the CUSTOMER acting reasonably not to be covered by the obligations of the SERVICE PROVIDER under this Contract, then the SERVICE PROVIDER shall be entitled to refer the matter to the Contract Change Procedure; and

- 6.2.2 as soon as reasonably practicable provide to the CUSTOMER full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

ANNEX A

Security Policy DRAFT

All services shall conform to the HM Government Security Policy Framework (SPF) and shall be provided and protected in accordance with the standards set out in the SPF. All Departmental Data shall be handled in accordance with the SPF. Process of Assurance, or an Authority to Operate, shall be obtained from the CUSTOMER's IT Systems Assurance Team prior to live operation.

The Contractor shall maintain certification of and ensure compliance with ISO/IEC27001:2013 all applicable legislation and legal requirements (including compliance with the EU General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA 2018) when processing personal data) and the security requirements for this contract, which are contained within Schedule 2-2 Annex A (SoR) and the Contractor shall contractually enforce these requirements onto any third party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing the service.

ANNEX B

Security Management Plan



('DfE AIMS - Capgemini Security Management Plan v1.9')

ANNEX C

Departmental Security Standards



Library of Special
Security Clauses

SCHEDULE 2-17

SOFTWARE AND SOFTWARE LICENCE TERMS

1. INTRODUCTION

- 1.1 This Schedule details the various elements of the Software and categorises them into Specially Written Software, SERVICE PROVIDER Software and Third Party Software.
- 1.2 Annexes A and B of this Schedule sets out the licence terms for the SERVICE PROVIDER Software and Third Party Software (including Open Source Ordered Software), respectively.
- 1.3 The SERVICE PROVIDER shall update this Schedule periodically to record any software subsequently acquired from third parties or developed for the delivery of the Ordered Software Application Solutions.

2. SPECIALLY WRITTEN SOFTWARE

- 2.1 The Specially Written Software shall consist of any programs, codes and software written by or on behalf of the SERVICE PROVIDER for use by the SERVICE PROVIDER specifically in the provision of the Ordered Software Application Solutions (including any modifications or enhancements made to such software during the Term) and including the following items:

Software	Supplier (if Affiliate of the SERVICE PROVIDER)	Purpose	To be deposited in Escrow?
None			

- 2.2 The SERVICE PROVIDER will develop Software to meet the SERVICE PROVIDER's requirements. The following components will be modified to create the Specially Written Software: None

3. SERVICE PROVIDER SOFTWARE

- 3.1 The SERVICE PROVIDER Software comprises the following items:

Software	Supplier (if Affiliate of the SERVICE PROVIDER)	Purpose	[Number of Licences]	[Restrictions]	[Number of Copies]	[Other]	To be deposited in Escrow?
None							

4. THIRD PARTY SOFTWARE

- 4.1 The Third Party Software shall include the following items, including any Open Source Ordered Software:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Other (see Note 1)	To be deposited in Escrow?
7-zip	7-Zip	File compression tool	14		14		No
Agent Ransack	Mythicsoft	File Searching Utility	4	Not Transferable	4		No
aspSmartUp loader	Advantys	A 32-bit library to facilitate file uploads via ASP Classic and IIS	1		3	Open Source	No
Bugzilla	Mozilla	Defect Tracking System	4		4	Open Source	No
Chrome	Google	Browser - used to test compatibility	1		1		No
Fiddler 2	telerik	Web debugging proxy	10		10		No
Firefox	Mozilla	Browser - used to test compatibility	10		10	Open Source	No
GnuWin32: Grep	Gnu	Grep for Windows, used to work with large postcode csv files	4		4	Open Source	No
greenshot	greenshot	Screen Shot tool	4		4		No
LINQPad	LINQPad	Tool to develop and test LINQ queries	10		10		No
MS Project	Microsoft	Project planning tool	1	Not Transferable	1		No
RichCopy	Technet	Optimised bulk file copy	4	Not Transferable	4		No

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Other (see Note 1)	To be deposited in Escrow?
Microsoft XML Notepad	Codeplex	XML File editor	4		4		No
mRemote-NG	mRemote NG	Provides a tabbed interface for RDP connections	10		10		No
NotePad++	NotePad++	Tabbed Notepad replacement with syntax highlighting	14		14		No
Oracle JDeveloper	Oracle	Development tool for Java-based SOA and Java EE applications.	4	Not Transferable	4		No
Oracle Sql-Developer	Oracle	Development tool for Oracle Database PL/SQL applications.	4	Not Transferable	4		No
SOAPUI	Smartbear	Web service test tool	10		10		No
Strawberry Perl	Strawberry Perl	Perl for Windows required for Bugzilla	4		4		No
Toad for Oracle Xpert	Dell	Oracle Development Tool	1	Not Transferable	4		No
Toad Suite for Oracle	Dell	Oracle Development Tool	1	Not Transferable	4		No
Winmerge	Winmerge	File differences display and merging	4		4		No

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Other (see Note 1)	To be deposited in Escrow?
Winvi	Winvi	File editor	4		4		No
XML Spy	Altova (Via EDD)	XML editor, debugger and file creator/editor	2	Licenses provided by EDD	2		No

Notes:

- Unless otherwise stated Third Party Software is solely to be used by the SERVICE PROVIDER and shall not be licenced for use by the CUSTOMER.

ANNEX A

SERVICE PROVIDER Software

Not Applicable

ANNEX B

Third Party Software

Not Applicable

SCHEDULE 2-18

NOT USED

SCHEDULE 2-19

INSURANCES

1. INTRODUCTION

5.1 This Schedule contains the list of insurances to be maintained by the SERVICE PROVIDER.

5.2 The SERVICE PROVIDER shall:

5.2.1 maintain these insurances with a reputable insurance company on terms that are as favourable to those generally available to a prudent service provider in respect of risks insured in the international insurance market; and

5.2.2 not cancel these insurances or make any material change to them without the express written consent of the CUSTOMER.

5.3 The SERVICE PROVIDER shall procure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as avoided in whole or part. The SERVICE PROVIDER shall use reasonable endeavours to notify the CUSTOMER (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any insurance, or any cover or claim under any insurance in whole or in part.

6. LIST OF INSURANCE PROVISIONS

Class	Minimum Sum Insured
Public Liability	Five million pounds (£5,000,000)
Employers Liability	Five million pounds (£5,000,000)
Professional Indemnity	Five million pounds (£5,000,000)
Property Damage Insurance	Five million pounds (£5,000,000)
Product Liability	Sufficient to cover all potential liabilities in respect of Product Liability
Business Continuity	Sufficient to cover all potential liabilities in respect of Business Continuity

SCHEDULE 3A

Processing, Personal Data and Data Subjects

The SERVICE PROVIDER shall comply with any further written instructions with respect to processing by the CUSTOMER.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<p>In providing the Ordered Application Software Solutions set out in Schedule 2-2 of the Agreement, the SERVICE PROVIDER does not have access to the live CUSTOMER system and therefore does not have any direct access to Personal Data relating to the CUSTOMER's data subjects. However, in instances where the SERVICE PROVIDER requires information to resolve incidents or problems, this information is made available to the SERVICE PROVIDER by the CUSTOMER and may contain Personal Data (e.g. logs, screenshots).</p> <p>In addition to having access to Personal Data required to resolve incidents, the SERVICE PROVIDER retains contact details for CUSTOMER employees and other suppliers. These are periodically updated as individuals change roles.</p> <p>In providing database administration services for the CUSTOMER, the SERVICE PROVIDER has full access to the data contained in the supported databases, including any Personal Data, and is authorized to manage such data and to carry out any required operations against the data on behalf of the CUSTOMER.</p>
Duration of the processing	<p>The SERVICE PROVIDER has Service Levels which set out timescales for resolution of incidents; these timescales vary depending on the incident Severity Level.</p> <p>Where the SERVICE PROVIDER requests additional information relating to an incident, this information is made available by the CUSTOMER via a secure channel within the CUSTOMER's infrastructure and may include Personal Data. Once the incident is resolved or the incident is re-directed to another supplier, the SERVICE PROVIDER erases the information (including any Personal Data) from the diagnostic environment.</p> <p>Personal Data relating to CUSTOMER employees and other supplier are retained for as long as required.</p>
Nature and purposes of the processing	<p>Incidents are raised by the CUSTOMER and may concern individual (or multiple) live CUSTOMER cases.</p> <p>In order to resolve incidents relating to SERVICE PROVIDER supported applications, the SERVICE PROVIDER may request relevant information to assist them in resolving the incident.</p> <p>Such information (which may include Personal Data relating to the CUSTOMER's subjects) is made available to the SERVICE</p>

Description	Details
	<p>PROVIDER by the CUSTOMER via the 'my service desk' ticketing tool. This information (including any Personal Data) will not be transmitted beyond the CUSTOMER's internal network.</p> <p>Where analysis of an incident identifies that amendments are required to CUSTOMER records, the SERVICE PROVIDER may, if requested as part of that incident or a change request, provide a script to a database administrator to in order to amend those records.</p> <p>Regarding contact details for CUSTOMER employees and other suppliers, the SERVICE PROVIDER may collect, store and use this Personal Data in order to maintain a directory of valid business contacts to assist effective communication as part of business as usual operations.</p>
Type of Personal Data	<p>The data processed will include various data over a number of systems including:</p> <ul style="list-style-type: none"> • Titles, forename, surnames (including previous ones) • DOB, Gender, Health Status, Ethnicity, Sexual Preferences, Disabilities • Contact Telephone, Contact Fax, Contact Email, Contact Address • NI Number, teacher reference numbers, qualifications, training provider or university attended, training and induction courses attended, sanctions • Exam Results • Expenses • Account Numbers, Sort Codes <p>This data will be strictly accessed on a need to know basis (i.e. only where there is an approved business need to do so).</p>
Categories of Data Subject	<p>The data will include the following data subjects:</p> <ul style="list-style-type: none"> • Internal CUSTOMER Staff • Students • Teachers • Educational Organisations • Local Authorities • Social Workers • Members of the Public (via FOI requests) • Ministers
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The data will be retained in line with the CUSTOMER's agreed retention policies. The data security clauses within the Original Contract must be adhered to for all data handling, deleting and destruction.</p>