	necessary for the management, direction or control of the provision of the Goods and Services or any part thereof;
"Sub-contractor"	any third party with whom: (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
"Sub-processor"	any third party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
"Subsidiary Performance Indicator" (or "SPI")	the performance indicators set out in Annex 1 of Schedule 2.2 (*Performance Levels*);
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Successor Body"	has the meaning given in Clause 37.4 (*Assignment and Novation*);
"Supplier Background IPRs"	(a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or (b) Intellectual Property Rights created by the Supplier independently of this Agreement, which in each case is or will be used before or during the Term for designing, testing, implementing or providing the Goods and Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;
"Supplier Board"	means the Supplier's board of directors;
"Supplier Board Confirmation"	means the written confirmation from the Board in accordance with Paragraph 8 of Schedule 7.4 (*Financial Distress*);
"Supplier Executive"	means the client executive Key Personnel as set out in Schedule 9.2 (*Key Personnel*);
"Supplier COTS Background IPRs"	Any embodiments of Supplier Background IPRs that: (a) the Supplier makes generally available commercially prior to the Effective Date (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base;
"Supplier COTS Software"	Supplier Software (including open source software) that: (a) the Supplier makes generally available commercially prior to the Effective Date (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base;

"Supplier Equipment"	the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services;
"Supplier Group"	means the Supplier, each Other Consortium Member and any other Dependant Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependant Parent Undertakings;
"Supplier Non-COTS Background IPRs"	any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Authority and that are not Supplier COTS Background IPRs;
"Supplier Non-COTS Software"	Supplier Software that is not Supplier COTS Software;
"Supplier Non-Performance"	has the meaning given in Clause 32.1 (*Authority Cause*);
"Supplier Personnel"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
"Supplier Profit"	has the meaning given in Paragraph 1.1 of Schedule 7.1 (*Charges and Invoicing*);
"Supplier Profit Margin"	has the meaning given in Paragraph 1.1 of Schedule 7.1 (*Charges and Invoicing*);
"Supplier Representative"	the representative appointed by the Supplier pursuant to Clause 11.3 (*Representatives*);
"Supplier Software"	software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Goods and/or Services, including the software specified as such in Schedule 5 (*Software*);
"Supplier Solution"	the Supplier's solution for the provision of the Goods and Services set out in Part B (*Supplier Solution*) of Schedule 2.1 (*Services Description*) including any Annexes to Part B of Schedule 2.1 (*Services Description*);
"Supplier System"	the information and communications technology system used by the Supplier in implementing and providing the Goods and Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);
"Supplier Termination Event"	(a) the Supplier's level of performance constituting a Critical Performance Failure; (b) the Supplier committing a material Default which is irremediable; (c) as a result of the Supplier's Default, the Authority incurring Losses in any Contract Year which exceed 80% of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 26.6(a) (*Financial and other Limits*); (d) a Remedial Adviser Failure; (e) a Rectification Plan Failure;

	(f) where a right of termination is expressly reserved in this Agreement, including pursuant to: (i) Clause 19 (*IPRs Indemnity*); (ii) Clause 40.6(b) (*Prevention of Fraud and Bribery*); and/or (iii) Paragraph 6 of Schedule 7.4 (*Financial Distress*); (iv) Paragraph 13 of Part B to Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*); (g) the representation and warranty given by the Supplier pursuant to Clause 3.2(i) (*Warranties*) being materially untrue or misleading; (h) the Supplier committing a material Default under Clause 10.11 (*Promoting Tax Compliance*) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.11 (*Promoting Tax Compliance*) which in the reasonable opinion of the Authority are acceptable; (i) the Supplier committing a material Default under any of the following Clauses: (i) Clause 5.10(j) (*Supplier Covenants*); (ii) Clause 24 (*Protection of Personal Data*); (iii) Clause 23 (*Transparency and Freedom of Information*); (iv) Clause 22 (*Confidentiality*); (v) Clause 36 (*Compliance*); any security requirements set out in Schedule 2.1 (*Services Description*), Schedule 2.4 (*Security Management*) or the Baseline Security Requirements; and/or (vi) any requirements set out in Schedule 9.1 (*Staff Transfer*); (j) any failure by the Supplier to implement the changes set out in a Benchmark Report as referred to in Paragraph 5.10 of Schedule 7.3 (*Benchmarking*); (k) an Insolvency Event occurring in respect of the Supplier or the Guarantor; (l) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority); (m) a change of Control of the Supplier or a Guarantor unless: (i) the Authority has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or (ii) the Authority has not served its notice of objection within six (6) months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control; (n) a change of Control of a Key Sub-contractor unless, within six (6) months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-

	contract which is approved by the Authority pursuant to Clause 15.7 (*Appointment of Key Sub-contractors*); (o) any failure by the Supplier to enter into or to comply with an Admission Agreement under the Annex to either Part A or Part B of Schedule 9.1 (*Staff Transfer*); (p) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Agreement; (q) a failure by the Supplier to comply in the performance of the Goods and Services with legal obligations in the fields of environmental, social or labour law; (r) in relation to Schedule 2.4 (*Security Management*): (i) the Authority has issued two rejection notices in respect of the Security Management Plan under Paragraph 4.7; (ii) the Supplier fails to implement a change required by the Required Changes Register in accordance with the timescales set out in the Required Changes Register; (iii) Supplier COTS Software and Third Party COTS Software is not within mainstream support unless the Authority has agreed in writing. (iv) the Supplier fails to patch vulnerabilities in accordance with the Security Requirements; and/or, (v) the Supplier fails to comply with the Incident Management Process; or (vi) there has been a Financial Distress Event of the Supplier and/or any third party guaranteeing the obligations of the Supplier under this Agreement and/or any material Sub-contractor of the Supplier;
"Supplier Third Party Contract"	a contract with a third party entered into by the Supplier for the purpose of delivering the Goods and Services under this Agreement, including the third party contracts identified as such in Schedule 4.4 *(Third Party Contracts)* and the Exclusive Supplier Third Party Contract;
"Supply Chain Transparency Report"	means the report provided by the Supplier to the Authority in the form set out in Annex 4 of Schedule 8.4 (*Reports and Records Provisions*);
"Supply Chain Transparency Information Template"	is the template identified as such in Annex 4 of Schedule 8.4 (*Reports and Records Provisions*);
"Support Hours"	means the period of time in which support is provided by the Supplier; 07:00 – 22:00 on all Working Days;
"Support of End User Computing Charges	means the Charges more particularly described in Paragraph 2.2.1(c)(ii) of Part B of Schedule 7.1 (*Charges and Invoicing*);
"Support of End User Computing Services"	has the meaning given in Paragraph 2.2.1(a)(ii) of Part B of Schedule 7.1 (Charges and Invoicing);
"Target Performance Level"	the minimum level of performance for a Performance Indicator which is required by the Authority, as set out against the relevant Performance Indicator in the tables in Annex 1 of Schedule 2.2 (*Performance Levels*);

"Tech Hub"	means the tech hub support services as more particularly described in Paragraph 26 of Part A of Schedule 2.1 (*Services Description*);
"Tech Hub Support Services Charges"	means the Charges more particularly described in Paragraph 2.1.1(f) of Part B of Schedule 7.1 (*Charges and Invoicing*);
"Tech Hub Services"	has the meaning given in Paragraph 2.1.1(a)(iii) of Part B of Schedule 7.1 (*Charges and Invoicing*);
"Technical Framework Document" (or "TFD")	the framework document more particularly described in Paragraph 1.8 of Part A of Schedule 2.1 (*Services Description*);
"Term"	the period commencing on the date identified in Clause 4.1(a) and ending on the relevant date as described in Clause 4.1(b);
"Termination Assistance Notice"	has the meaning given in Paragraph 6.1 of Schedule 8.5 (*Exit Management*);
"Termination Assistance Period"	in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to Paragraph 6.2 of Schedule 8.5 (*Exit Management*);
"Termination Date"	the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement (or any part thereof) on a specified date and setting out the grounds for termination;
"Termination Payment"	the payment determined in accordance with Paragraph 2 of Schedule 7.2 (*Payments on Termination*);
"Test Issues"	has the meaning given in Paragraph 1 of Schedule 6.2 (*Testing Procedures*);
"Tests" and "Testing"	any tests required to be carried out under this Agreement, as further described in Schedule 6.2 (*Testing Procedure*) including in relation to the Implementation Services, projects, Deliverables, Milestones and/or any other items that the Parties agree through the Change Control Procedure are items that are to be subject to Testing; and "**Tested**" shall be construed accordingly;
"Test Certificate"	has the meaning given to it in Paragraph 1 of Schedule 6.2 (*Testing Procedures*);
"Test Co-ordination and Planning Services"	has the meaning given in Paragraph 2.2.1(a)(viii) of Part B of Schedule 7.1 (Charges and Invoicing);
"Test Co-ordination and Planning Services Charges"	means the Charges more particularly described in Paragraph 2.2.1(c)(viii) of Part B of Schedule 7.1 (*Charges and Invoicing*);
"Test Success Criteria"	has the meaning given in Paragraph 1 of Schedule 6.2 (*Testing Procedures*);

"Third Party Auditor"	an independent third party auditor as appointed by the Authority from time to time to confirm the completeness and accuracy of information uploaded to the ITSM Dashboard, Authority Document Management System or Service Knowledge Management System, as applicable, in accordance with the requirements outlined in Schedule 8.4 (*Reports and Records Provisions*);
"Third Party Beneficiary"	has the meaning given in Clause 44.1 (*Third Party Rights*);
"Third Party Contract"	an Authority third party contract and/or a Supplier third party contract, as applicable, including such contracts identified as an Authority third party contract or Supplier third party contract in Schedule 4.4 *(Third Party Contracts)*;
"Third Party COTS IPRs"	Third Party IPRs that: (a) the supplier makes generally available commercially prior to the Effective Date (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer Base;
"Third Party COTS Software"	Third Party Software (including open source software) that: (a) the supplier makes generally available commercially prior to the Effective Date (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer base;
"Third Party IPRs"	Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
"Third Party Non-COTS IPRs"	Third Party IPRs that are not Third Party COTS IPRs;
"Third Party Non-COTS Software"	Third Party Software that is not Third Party COTS Software;
"Third Party Provisions"	has the meaning given in Clause 44.1 (*Third Party Rights*);
"Third Party Software"	software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Goods and Services, including the software specified as such in Schedule 5 (Software);
"Tools Management and EUC Infrastructure Software Charges"	means the Charges more particularly described in Paragraph 2.2.1(c)(i) of Part B of Schedule 7.1 (*Charges and Invoicing*);
"Tools Management and EUC Infrastructure Software Services"	has the meaning given in Paragraph 2.2.1(a)(i) of Part B of Schedule 7.1 (*Charges and Invoicing*);
"Transferring Assets"	has the meaning given in Paragraph 7.2(a) of Schedule 8.5 (*Exit Management*);

"Transferring Authority Employees"	has the meaning given in Paragraph 1.1 of Schedule 9.1 (*Staff Transfer*);
"Transferring Contracts"	has the meaning given in Paragraph 1.1 of Schedule 8.5 (*Exit Management*);
"Transferring Former Supplier Employees"	has the meaning given in Paragraph 1.1 of Schedule 9.1 (*Staff Transfer*);
"Transferring Supplier Employees"	has the meaning given in Paragraph 1.1 of Schedule 9.1 (*Staff Transfer*);
"Transparency Information"	has the meaning given in Clause 23.1 (*Transparency and Freedom of Information*);
"Transparency Reports"	has the meaning given in Paragraph 1.1 of Schedule 8.4 (*Reports and Records Provisions*);
"UK"	the United Kingdom;
"UK Public Sector Business"	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
"UK Public Sector / CNI Contract Information"	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*);
"Unacceptable KPI Failure"	the Supplier failing to achieve the KPI Target Performance Levels in respect of more than 50% of the Key Performance Indicators that are measured in that Service Period;
"Unconnected Sub-contract"	any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017;
"Unconnected Sub-contractor"	any third party with whom the Supplier enters into an Unconnected Sub-contract;
"Unrecovered Costs Payment"	has the meaning given in Paragraph 1.1 of Schedule 7.2 (*Payments on Termination*);
"Updates"	in relation to any software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
"Upgrades"	any patch, New Release or upgrade of software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;
"User Acceptance Testing" (or "UAT")	has the meaning given to it in Paragraph 1 of Schedule 6.2 (*Testing Procedures*);

"Valid"	in respect of an Assurance, has the meaning given to it in Paragraph 12.7 of Part B to Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*);
"VAT"	value added tax as provided for in the Value Added Tax Act 1994;
"VCSE"	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Virtual Tech Hub"	means the appointment booking service as more particularly described in Paragraph 26.1.3 of Part A of Schedule 2.1 (*Services Description*);
"**VIP End Users**"	has the meaning given to it in Paragraph 1.1 of Schedule 2.2 (Performance Levels);
"VIP Support Service"	means the support service provided to named VIP End Users, including their location and contact details;
"Voice Services"	has the meaning given in Paragraph 2.5.1(a)(v) of Part B of Schedule 7.1 (Charges and Invoicing);
"Voice Services Charges"	means the Charges more particularly described in Paragraph 2.5.1(c)(v) of Part B of Schedule 7.1 (*Charges and Invoicing*);
"Vulnerability Correction Plan"	has the meaning given to it in Paragraph 7.4(a) of Schedule 2.4 (*Security Management*);
"Wi-Fi Services and LAN Services"	has the meaning given in Paragraph 2.5.1(a)(ii) of Part B of Schedule 7.1 (Charges and Invoicing);
"Wi-Fi Services and LAN Services Charges"	means the Charges more particularly described in Paragraph 2.5.1(c)(ii) of Part B of Schedule 7.1 (*Charges and Invoicing*);
"Workforce Plan"	has the meaning given to it in Paragraph 6.1 of Part B of Schedule 7.1 (*Charges and Invoicing*);
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales;
"Working Group"	has the meaning given to it in Paragraph 3.2(b) of Schedule 8.1 (*Governance*); and
"Work Request"	has the meaning given to it in Paragraph 1.1 of Schedule 8.2 (*Change Control Procedure*).

SCHEDULE 2.1 (SERVICES DESCRIPTION)

PART A – SERVICE REQUIREMENTS

Contents

This Schedule consists of a Part A and a Part B. Part A contains the Service Requirements of the Authority and Part B contains the Supplier Solution.

PART A – SERVICE REQUIREMENTS

1. Introduction

1.1 This Part A contains the Service Requirements.

1.2 The services under Part A of this Schedule are made up of the following:

1.2.1 Operational Services:

(a) Cross Functional Requirements across Suppliers;
(b) Service Desk Requirements;
(c) IT Operations Centre Requirements;
(d) End User Computing Requirements;
(e) Managed Print Requirements;
(f) Security Operations Centre (SOC) Requirements;
(g) Network Operations Centre (NOC) and Network Requirements; and
(h) Cloud Hosting Requirements;

1.2.2 Future Services:

a) Home Printing;
b) Virtual Desktop Infrastructure (VDI); and
c) Bring Your Own Device (BYOD).

1.3 Scope of the Services

1.3.1 Unless different Operational Service Commencement Dates are expressly identified in the Implementation Plan for any applicable parts of the Services, commencing on the Effective Date the Supplier shall fulfil the following services, functions, responsibilities, requirements and deliverables (as the same may evolve during the Term including adding, removing, supplementing, enhancing, modifying and/or replacing any services and/or activities or deliverables in accordance with this Agreement or as otherwise approved in writing by the Authority in accordance with the Change Control Procedure, from time to time):

(a) the services, functions, responsibilities, requirements and deliverables that the Supplier is required to carry out as specified in Part A of this Schedule or any other part of this Agreement, including the relevant Schedules, Annexes and Appendices of this Agreement;

(b) any incidental services, functions, responsibilities, requirements and deliverables not specified in the Agreement as within the scope of Supplier's responsibilities but that are reasonably and necessarily required for, or related to, the proper and timely performance and provision of the services, functions, responsibilities, requirements and/or deliverables set out in this Paragraph;

(c) any services, functions, requirements, responsibilities and/or deliverables agreed pursuant to Schedule 8.2 (*Change Control Procedure*); and

(d) subject to Paragraphs 1.4 and 1.8 of Part A of this Schedule, the services, functions, responsibilities, requirements and deliverables that the Supplier shall carry out as specified in Part B (Supplier Solution) of this Schedule, Schedule 2.4 (*Security Management*), Schedule 6.1 (*Implementation Plan*), and Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*),

together, the "**Services**".

1.4 If there is any conflict between the scope of the services, functions, responsibilities, requirements and deliverables under: (i) Paragraphs 1.3.1(a) and 1.3.1(b) of Part A of this Schedule; and (ii) Paragraph 1.3.1(d) of Part A of this Schedule, the provisions of Paragraphs 1.3.1(a) and 1.3.1(b) of Part A of this Schedule shall apply and prevail.

1.5 The Supplier shall meet and fulfil all of the Service Requirements in this Part A (and the Supplier confirms that the Supplier Solution set out in Part B of this Schedule meets and fulfils all of the Service Requirements in this Part A), as the same may evolve during the Term and as they may be supplemented, enhanced, modified or replaced in accordance with this Agreement, but excluding any Authority Responsibilities and Dependencies.

1.6 If there is any conflict between the provisions of Part A of this Schedule and the provisions of Part B of this Schedule, the provisions of Part A of this Schedule shall apply and prevail, except that the Authority is entitled to accept the provision of any conflicting element of Part B where such conflict is in the favour of, or otherwise beneficial to, the Authority.

1.7 Where Part B of this Schedule does not contain a written Supplier Solution for a Service Requirement(s) in Part A of this Schedule, the Supplier agrees and confirms that it shall meet and fulfil such Service Requirement(s). The Supplier agrees and confirms that it shall not apply any additional Charges to those Charges identified in Schedule 7.1 (Charges and Invoicing) at the Effective Date in connection with meeting the Supplier's obligations under this Paragraph 1.7.

TECHNICAL FRAMEWORK DOCUMENT ("TFD") AND CONSTRAINTS

1.8 [redacted]

1.9 [redacted]

1.10 [redacted]

SERVICE RECIPIENTS

1.11 **Service Recipients**:

1.11.1 [redacted]

1.11.2 [redacted]

[redacted]

2. Introduction to the Responsibility Matrix

The Responsibility Matrix used below to document the services sets out the obligations of the Supplier in respect of the Services and the responsibilities of the Authority in respect of each such obligation. Throughout the matrix, certain terms, written with leading capitals, bear contractual meaning.

Level 1 (L1) and Level 2 (L2): Service Functions

- The Services comprise of a number of key functions specified at Level 1 as set out below.
- Each of the key functions at L1 comprises of a number of subsidiary functions specified at L2 in the Responsibility Matrix.
- The entries at L1 and L2 of the Responsibility Matrix are headings, for convenience only; the L3 Responsibilities are the substantive definitions of the Services.

Level 3: Supplier Obligations

- The responsibilities of the Supplier are described in the form of outputs and obligations at L3.
- These always describe what will be delivered, rather than how the delivery will be achieved.

Level 4: The Authority Responsibilities

- The Authority Responsibilities (if any) in respect of each output specified at L3 in the Responsibility Matrix are specified at L4 in the Responsibility Matrix. The provisions in this Agreement relating to Authority Responsibilities shall equally apply to L4 obligations in Part A of this Schedule.

3. Operating Model and Delivery Model

3.1 Background to the Information Management Services 4 (IMS4) Programme

The Authority's IMS4 programme will establish a new operating model, supported by a new sourcing approach, which complies with accepted ITIL best practice, addresses the key disadvantages of the current model and prepares the Authority to deliver a new way of working with the Supplier. By delivering the services described in this document, the Supplier will assist the Authority in achieving its objectives for the IMS4 programme. In producing the future operating model, the Authority:

- has aligned its approach with GDS and NCSC requirements. The Authority will follow best practice by strengthening in house capabilities for aspects that are differentiating or strategically important and outsource foundational services.

- proposes to integrate services so that it can provide joined up, user centric, flexible and effective service delivery through its various supplier contracts and partnerships. The investments in the core partnerships through which foundational services are provided will on a long-term basis to enable greater leverage of benefits. There is a continual drive for improvement throughout the IMS4 contract.

Key features of the future operating model are as follows:

- It provides a clear statement of the roles and responsibilities of the Supplier and the Authority.
- It delivers an approach that ensures customer centric service delivery.
- It enables the Authority to resource and skill its internal capability to fulfil our requirements.
- Coherence and cost effectiveness are maintained through the controls provided by strategy and architecture, governance, processes, policies and standards.
- It delivers a new streamlined set of governance processes to manage the effective delivery and enhancement of quality IT services.
- It is based on ITIL v4.0.

3.2 Scope and Service Improvements

The IMS4 programme will implement the following changes required to embed the Operating and Delivery models:

1. Re-procure the service capabilities, and where appropriate technologies, to successfully transition from the Exiting Supplier Contract;

2. Implement a new suite of IT service management tools and operational process to underpin effective service delivery. Real-time access to service performance data will enable the Service Management organisation to drive continuous service improvement in a more proactive manner;

3. Integrate new and retained suppliers into the new mode of operating to enable a more joined up user experience;

4. Build the internal people capabilities within the IT team that are required for the new model:

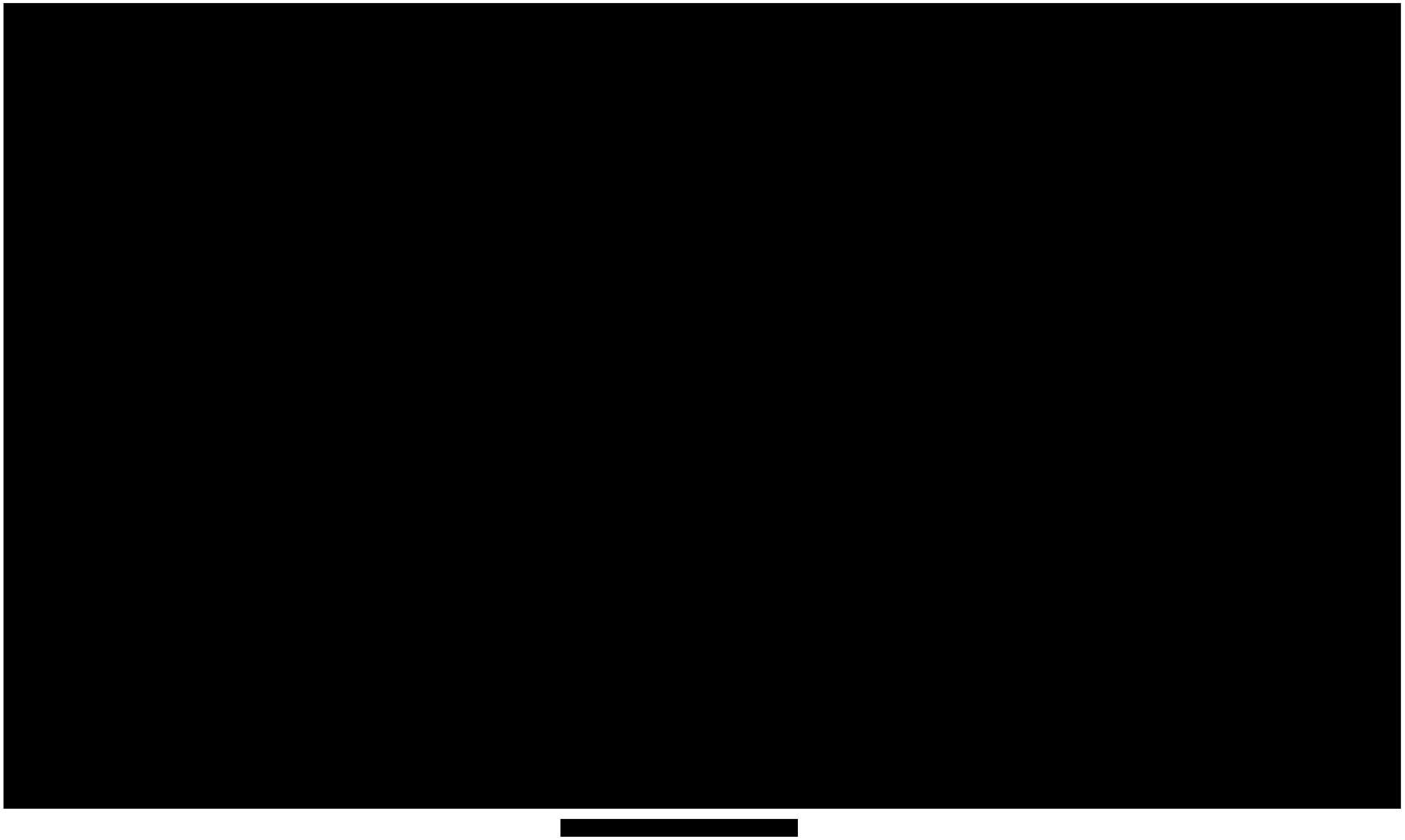
    - Strengthening the capability for Service Management.
    - Strengthening architecture control within the Authority.
    - Strengthening commercial and financial control within the Authority.
    - Enhancing IT governance.

Through a series of stakeholder events, the Authority determined the activities that it wanted to deliver under IMS4, those that the supplier should deliver, and those that would be jointly delivered. These are represented by the content of this Service Schedule, the Technical Framework Document, the Authority's Policies and Processes and the other contract schedules. A high-level view of the Operating Model is presented in Figure 1.

The Authority is responsible for the areas coloured solely in **Purple** in the Operating Model and the Supplier is required to deliver the Services in relation to such purple areas of the Operating Model as expressly identified below in Part A of this Schedule. The Supplier is responsible for the areas marked solely in **Blue** in the Operating Model and the Authority has identified certain inputs and responsibilities it will carry out in relation to such **Blue** areas of the Operating Model, as more particularly described below in Part A of this Schedule. Those areas of the Operating Model that are coloured **Blue/Purple** have a number of service components, some of which the accountability will sit with the Authority and some of which will sit with the Supplier, as more particularly described below in Part A of this Schedule. Notwithstanding the generality of the foregoing, in relation to the areas that are coloured **Blue** and **Blue/Purple**, the Authority's inputs and responsibilities relate to oversight and management. Those areas of the Operating Model coloured in **Grey** will be delivered mainly by third party suppliers. If there is any conflict between the Operating Model and the provisions of the rest of this Agreement, the provisions of the rest of this Agreement shall apply and prevail.

3.3 Functional Model

Each of the key functions at Level 1 (dark blue horizontal boxes) comprises of a number of subsidiary functions specified at Level 2 (light blue vertical boxes) in the Responsibility Matrix. The entries at Level 1 and Level 2 of the Responsibility Matrix are headings, for convenience only; the Level 3 Responsibilities are the substantive definitions of the in-scope Services.



3.4 Key Service Management Processes

The Supplier will be required to deliver Management Information and reports to the Authority, including performance against Performance Indicators and Target Performance Levels. In addition, the Supplier will need to follow the Authority's Service Management Policies, Processes and Standards which include:

3.5 Authority Experience - Vision and Approach

***Our Priority**:*

Our prime directive is to deliver excellence in Authority service and service delivery.

Our Approach:

We are seeking to provide services that are people-orientated, flexible and continuously improving. We believe that we can provide excellence without compromising cost-effectiveness if we do things differently.

'Continuous Service Improvement Plans' is the minimum, we want a service that is proactive, uses insight and industry innovation to exploit modern service technologies and tooling to deliver our priority.

We are seeking a partner that will help us build this new systemic capability for continuously delivering excellence. We use the word 'partner' deliberately because we understand that this will require teamwork at every level and will only happen if we create the right environment for our IT professionals – both those within the Authority's service team and those that are part of the Supplier organisation.

All those who are involved in delivering service day to day must feel united by the common purpose of "making it easier for the Authority to do their jobs" and behave as part of one team. This will require leaders on both side of the relationship to exemplify the values and behaviours that are conducive to this.

We want an emphasis on helping the Authority resolve their concern on First Contact with our support services. Vital to this are the "Service Desk", Tech Hub and Service Portal that will provide the front door to our service. This means that delivery of these areas is key and failure to deliver these will be the key barrier to delivering excellence. We want to empower users with self-service capability to resolve incidents, request new services and gain knowledge and skills.

3.6 Scoping Statements

3.6.1 The Parties acknowledge and agree the following scope statements in relation to the Services:

3.6.1.1 The Authority shall provide a site-specific briefing for Supplier site support technicians to work on-site.

3.6.1.2 The Authority will provide M365 E5 licences for the Authority's End Users and any Service Recipient's End Users.

3.6.1.3 The Authority shall (or shall procure that its business application service providers shall) carry out business application deployment, configuration, monitoring, support and testing.

3.6.1.4 Application monitoring and support will be the responsibility of the Authority and their application service providers.

3.6.1.5 The Authority will (or will procure that the Exiting Supplier will) be responsible for decommissioning and removal of the current MPLS WAN infrastructure and Juniper LAN infrastructure.

3.6.1.6 The Authority will be responsible for the provision (in a timely manner in accordance with the Implementation Plan) and ongoing support of all intra building cabling.

3.6.1.7 The Authority shall be responsible for procuring the provision of the HSCN and PSN Cloud Connect Service, including completion of any obligation required by the NHS Digital Guidance on public cloud connectivity to HSCN.

3.6.1.8 The Authority shall be responsible for the structured cabling in relation to IMACDs.

3.6.1.9 The Authority shall (or shall procure that the Exiting Supplier shall) decommission the legacy AD ois.net forest, which includes the dh.ois.net sub domain.

Cross Functional Requirements Services Descriptions

4. Overview

4.1 Service Integration (SI) Processes

Ref	Level	Owner	Description
4.1.1	L3	Supplier	The Supplier shall, unless otherwise specifically stated, provide a solution that supports all the business processes described in these Authority Requirements (including any documents attached or referred to herein).
4.1.2	L3	Supplier	The Supplier shall be responsive to the current and future requirements of the Authority, by proactively anticipating needs and adjusting Services accordingly, in agreement with the Authority and in accordance with the Authority's Change Management Policies and Processes and Schedule 8.2 (*Change Control Procedure*) and wherever possible, without any increase to the Charges.
4.1.3	L3	Supplier	The Supplier shall ensure that any requirements for new services and related Charges shall be processed in accordance with Schedule 8.2 (*Change Control Procedure*).
4.1.4	L3	Supplier	The Supplier shall work with the Authority to assess the impact of any Changes on the operations of the Authority's wider IT Services, in accordance with the Authority's Change Management Policies and Processes and Schedule 8.2 (*Change Control Procedure*).
4.1.5	L3	Supplier	The Supplier shall, where activities require a multi-party approach, co-operate with and promote joint working between, itself, the Authority, Other Suppliers and/or Resolver Groups as defined in the Authority's Policies and Processes; or where no process exists the Supplier shall create these processes.
4.1.6	L3	Supplier	The Supplier shall, in accordance with the Authority's governance model, attend regular meetings with the Authority and Other Suppliers as required, in accordance with Schedule 8.1 (*Governance*).
4.1.7	L4	Authority	The Authority shall maintain and make available to the Supplier the Authority's Service Management Policies and Processes.
4.1.8	L3	Supplier	The Supplier shall design and implement cross functional service management process interfaces in accordance with the standards and designs specified in the Authority's Service Management Policies and Processes. The Supplier shall ensure that such process designs and implementations include: a. documented service management and service design Operating Procedures, in accordance with the Authority's documentation standards and templates, that collectively make up the Authority's Service Management Policies and Processes; and b. Policies, key controls and reporting.
4.1.9	L3	Supplier	The Supplier shall ensure that service management and service design Operating Procedures identify, capture and document requirements for Other Suppliers to comply with, in the delivery of their services.
4.1.10	L3	Supplier	The Supplier shall develop all service management and service delivery Operating Procedures in accordance with the Authority's Policies and Processes and ensure that such Operating Procedures adhere to best practice guidance as defined by ITIL (or successor standards). The Supplier shall submit such Operating Procedures to the Authority for approval.
4.1.11	L3	Supplier	The Supplier shall ensure that all service management and service delivery Operating Procedures are interoperable with all other appropriate ITIL processes and functions, as defined by ITIL and as required to support the delivery of the Services.

4.1.12	L3	Supplier	The Supplier shall ensure that all service management and service delivery Operating Procedures include but shall not be limited to: product descriptions, detailed operational documentation, technical documentation and operational diagrams and workflows.
4.1.13	L3	Supplier	The Supplier shall provide the management for all editorial activities with regards to the service management and service delivery Operating Procedures, including, but not limited to: content creation, updates, document change control and circulation across Other Suppliers.
4.1.14	L3	Supplier	The Supplier shall monitor compliance and shall take all reasonable steps to address any non-compliance of the Other Suppliers with the agreed service management and service delivery Operating Procedures and report such non-compliance to the Authority.
4.1.15	L3	Supplier	Where the Supplier is unable to address the non-compliance of any Other Supplier to the service management and service delivery Operating Procedures, the Supplier shall bring this to the Authority's attention.
4.1.16	L3	Supplier	The Supplier shall maintain copies of all service management and service delivery Operating Procedure documentation, performance management reports in the Authority Document Management System.
4.1.17	L3	Supplier	The Supplier must at all times during the Term be able to demonstrate compliance with the Standards, including, but not limited to, the following: Cyber Essentials Plus; ISO/IEC 20000-1:2018; ISO/IEC 27001:2018; and ISO/IEC 23001-14:2019 (and successor standards).
4.1.18	L3	Supplier	The Supplier shall, where agreed with the Authority and any relevant Other Suppliers (and the Supplier's agreement shall not be unreasonably withheld), support information exchange between the Supplier and the Other Suppliers to deliver the objectives of Continual Service Improvement (CSI) management.
4.1.19	L3	Supplier	The Supplier shall, where agreed with the Authority, (and the Supplier's agreement shall not be unreasonably withheld) develop tools/scripts and enhance Processes to proactively perform and automate the service management Processes and implement tools/scripts to support the cross functional service management Processes.
4.1.20	L3	Supplier	The Supplier shall interface with the Authority's specified central cross functional knowledge repository and update it with service management tools, templates, process documentation and reports used in the delivery of the Services.
4.1.21	L3	Supplier	The Supplier shall execute programme and project management activities in accordance with the Authority's Service Management Policies and Processes.
4.1.22	L3	Supplier	The Supplier shall, for Service Processes which require collaboration with Other Suppliers maintain regular communication between all parties involved in the delivery of the Services.
4.1.23	L3	Supplier	In accordance with the provisions of Paragraphs 3 and 4 of Part C of Schedule 7.5 (*Financial Reports and Audit Rights*), the Supplier shall: a. undertake, at the request of the Authority, no more than two annually, internal audits specifically relating to the effectiveness of the Supplier's service management Processes; b. share findings with the Authority; and c. implement any recommendations agreed with the Authority.
4.1.24	L3	Supplier	The Supplier shall report immediately any Breach of Security to the Authority in accordance with the Policy and Standards.

4.2 Service Integration (SI) Tools

4.2.1 The central requirement for the ITSM Product is to ensure that there is a single source of authoritative information on any given Service event and that the management of these events, to a successful conclusion, is available, visible, reportable and auditable from one source. The requirements listed below set out the obligations and relationship between the Supplier, the Authority and Other Suppliers in the selection, provision and operation of an end to end ITSM toolset solution in support of the delivery of the Services.

4.2.2 Not Used.

4.2.3 Having an integrated ITSM Product enables value to be generated from the Supplier's proposition. Access to and management of information is a core requirement in any process management role and having an integrated ITSM Product in support of the service delivery lifecycle shall ensure that the Supplier, the Authority and Other Suppliers can access the timely, informed and accurate information to enable the right discussions to be taken for the right reasons in a timely and effective manner.

4.2.4 Where Other Suppliers elect to deploy their own ITSM toolsets, those Other Suppliers will incur the cost of integration to the ITSM Product.

4.2.5 The ITSM Product solution will be compliant with the Office of Government Commerce's ITIL Software Scheme as referenced in Schedule 2.3 (*Standards*).

4.2.6 The Service Requirements for the ITSM Product are listed in the below.

Ref	Level	Owner	Description
4.2.7	L3	Supplier	The Supplier shall provide, manage, operate, maintain, configure and continually evolve the ITSM Product, on behalf of the Authority, in accordance with the Authority's Service Management Policies and Processes.
4.2.8	L3	Supplier	The Supplier shall ensure that the ITSM Product provides the capability to deliver to the Authority a suite of dashboards and reports, including those specified in Part A of this Schedule, Schedule 2.2 (*Performance Levels*) and Schedule 8.4 (*Reports and Records*) including importing data from non-ITSM sources into the ITSM Product (where agreed with the Authority).
4.2.9	L3	Supplier	The Supplier shall: a. set-up, operate and maintain in-scope interfaces to the ITSM Product in accordance with the Authority's Service Management Policies and Processes; b. work in the cross functional service management and process environment; c. identify and address Defects and performance failures in its cross functional service management tools, interfaces and Processes, and report progress; and d. exchange data with the Authority in the format agreed with the Authority, and in line with the Authority's Policies and Processes.
4.2.10	L3	Supplier	The Supplier shall ensure that the ITSM Product conforms to ISO/IEC 27001:2018 and ITIL (or successor standards) and will be the single source of service and operational control for the following Processes:

			a. Service Desk operation (call, chat and form (via portal), enquiry, guidance and the Virtual Hub appointment booking service); b. Incident Management (including Major Incident Management); c. Problem Management; d. Change and Evaluation Management (including both, Operational Change and Work Request Change) e. Release and Deployment Management; f. Knowledge Management; g. Request Fulfilment (including Access Management); h. Service Catalogue Management; i. Service Asset and Configuration Management (including Dependency and Discovery tools); j. Capacity Management; k. Availability Management; l. Service Level Management; m. Event Management; n. Continual Service Improvement; and o. Financial Management
4.2.11	L3	Supplier	The Supplier shall ensure that the ITSM Product shall be one readily available in the marketplace and shall not require specialist proprietary knowledge in its use and operation.
4.2.12	L3	Supplier	The Supplier shall use its remote desktop and assistance service to manage and resolve relevant Incidents and to perform approved maintenance activities within the IT Environment.
4.2.13	L3	Supplier	The Supplier shall provide a standards-based integration and master data management capabilities as part of the ITSM Product that can be used to automate, with appropriate human validation, the flow of information from and to Supplier ITSM tools. The ITSM Product must also support the integration of tools that support the broader ICT delivery lifecycle, where available, including but not limited to: a. governance, risk and compliance tools; b. strategy and architecture tools; c. portfolio management tools; d. requirement management tools; e. project and programme management tools; f. enterprise resource planning tools; and g. Testing tools.
4.2.14	L3	Supplier	The Supplier shall define the integration standards for the ITSM Product for approval by the Authority and make them available through the Service Knowledge Management System (SKMS) within three (3) months of the Effective Date. The integration standards shall cover the following architecture domains: a. Process; b. Data; c. Application; and d. Infrastructure
4.2.15	L3	Supplier	The Supplier shall provide and make available to the Authority and Other Suppliers portal-based access to the ITSM Product capability. The portal capability will support, but not be limited to: a. logging and tracking Incidents;

			b. logging and tracking Service Requests; c. providing real-time service performance status information and dashboards; d. End User help and frequently asked questions (FAQs) with the facility for an End User facing Knowledge Base; e. managing and presenting service performance reporting; f. interrogating the Configuration Management system; and g. integration to other tools such as a password reset tool.
4.2.16	L3	Supplier	The Supplier shall update the ITSM Product Processes and Procedures for maintenance, interfacing and update of the ITSM Product not less than annually and make them available to the Authority through the SKMS within one (1) Working Day of the update being approved in writing by the Authority.
4.2.17	L3	Supplier	The Supplier shall work with the Authority to define and publish the Data Model for approval by the Authority and make it available through the SKMS within three (3) months of the Effective Date.
4.2.18	L3	Supplier	The Supplier shall ensure that the ITSM Product provides an integrated CMDB with the ability to 'view' all Service Assets and Configuration Items (CIs) and their relationships across the IT Environment, in accordance with the Data Model.
4.2.19	L3	Supplier	The Supplier shall ensure that the ITSM Product supports integration with discovery and audit tools provisioned by Other Suppliers, with data discovery aligned to the concepts and relationships defined within the Data Model.
4.2.20	L3	Supplier	The Supplier shall ensure that discovery and audit tools deployed in their IT Environments are configured to deliver data discovery aligned to the concepts and relationships defined within the Data Model.
4.2.21	L3	Supplier	The Supplier shall ensure that the ITSM Product has the capability to support the use of Role Based Access Control (RBAC).
4.2.22	L3	Supplier	The Supplier shall, at all times during the Term, ensure that the ITSM Product and all Other Tooling are kept updated with all activity information (data entry).
4.2.23	L3	Supplier	The Supplier shall, at all times during the Term, ensure that the ITSM Product and all Other Tooling are kept updated with service management data, templates, process documentation and reports used in the delivery of the Services.
4.2.24	L3	Supplier	The Supplier shall use the ITSM Product as the primary method for all service operational activities to receive, execute, manage and track work items and tasks relating to all Processes that utilise the ITSM Product.
4.2.25	L3	Supplier	The Supplier shall ensure that the ITSM Product data will be the primary source for calculating Performance Indicators for the production of Management Information and Service Review reporting.
4.2.26	L3	Supplier	The Supplier shall ensure the quality of information pertaining to record data is updated immediately, or at least in sufficient time to enable effective operational and/or Management Information to be produced and acted upon by the relevant party.
4.2.27	L3	Supplier	The Supplier shall specify and thereafter maintain the required number of ITSM Product software licences (i.e. each Supplier named person requires a licence) the Supplier and its Sub-contractors will need, aligned to named Resolver Groups throughout the Term.
4.2.28	L3	Supplier	The Supplier shall make available to the Authority static and dynamic real-time reports used for Service Reviews at a time agreed with the Authority, ahead of the regular Service Reviews, as agreed with the Authority.
4.2.29	L3	Supplier	The Supplier shall provide the operational views (and enabling data extracts) when requested by the Authority at any time during the Term. The content of such operational views and data extracts will be agreed with the Authority during Implementation and thereafter upon request.

4.2.30	L3	Supplier	The Supplier shall ensure that the ITSM Product provides a common interface across Other Suppliers for the management and support to all functions and Processes and ensure that all Suppliers and the Authority have access to clear, accurate, timely and unambiguous information on the state, performance and operation of the Services provided to the Authority

4.3 Service Integration (SI) Data

Ref	Level	Owner	Description
4.3.1	L3	Supplier	In respect of all Authority Data, howsoever created, the Supplier shall: a. share and exchange any such Authority Data with the Authority and the Other Suppliers engaged through the Authority in the provision of the Services; b. provide such Authority Data when requested by the Authority or Other Suppliers either in raw form, as summaries, or as reports or as otherwise agreed with the Authority, recognising that such reporting is not static, and that the reporting requirements may change throughout the Term; and c. provide the Authority with access to any Authority Data stored in the Supplier's service management products that has been created or imported as a result of the Supplier's performance of the Services.
4.3.2	L3	Supplier	The Supplier shall provide the Authority and the Other Suppliers, with Authority Data in accordance with the Authority's Service Management Policies and Processes.
4.3.3	L3	Supplier	The Supplier shall securely segregate the Authority Data so that it can be accessed only by those authorised in accordance with the Authority's Information Security Policy and Standards.
4.3.4	L3	Supplier	The Supplier shall capture operations data for the Services and populate and use the ITSM Product and Other Tooling in accordance with the data specifications and standards documented in the Authority's Service Management Policies and Processes.
4.3.5	L3	Supplier	The Supplier shall ensure that, at all times, all Authority Data created, stored or modified by the Supplier in the delivery of the Services remains materially accurate, up to date and consistent in accordance with the Authority's Service Management Policies and Processes.

4.4 Service Integration (SI Personnel)

Ref	Level	Owner	Description
4.4.1	L3	Supplier	The Supplier Service Director shall be an appropriately qualified single point of contact. The Supplier Service Director shall be responsible for all aspects of the Services.
4.4.2	L3	Supplier	The Supplier shall provide suitably qualified, trained and experienced Supplier Personnel to provide Services to the Authority.
4.4.3	L3	Supplier	The Supplier shall ensure that Supplier Personnel: a. understand the Authority's business and shall be capable of responding appropriately; b. understand the technology, applications, and sourcing arrangements used in the provision of the Services; c. are appropriately trained in the Authority's Policies and Processes; d. are appropriately trained to provide support for the Services; e. possess the appropriate competencies to provide the Services;

			f. have adequate training on new products and Services, as they become part of the Supplier's responsibilities from time to time; g. are able to communicate to the Authority in fluent English using terms that are clearly understood by the End Users and consistent with those used by the Authority; h. are subject to a pre-employment check prior to engaging in the delivery of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard (BPSS) including verification of the Supplier Personnel's: a. identity; b. nationality and immigration (right to work) status; c. employment history (past 3 years); and d. unspent criminal records in line with Schedule 2.4 (*Security Management*); i. which require high level privileges hold a valid "Security Check (SC)" clearance; high level privileges would include, but not be limited to, operational scenarios where Supplier Personnel require domain or global admin access; and j. which are providing First Line Support are located in the UK. Where it can be evidenced that First Time Fix can be achieved with lower levels of Security Clearance (i.e. subject to pre-employment checks in 4.4.4 (h) above) the Authority will consider a Supplier proposal to locate Supplier Personnel outside the UK, subject to meeting the Authority's data processing and security requirements, and subject to the Authority's approval in writing.

4.5 Service Integration (SI) Communications

Ref	Level	Owner	Description
4.5.1	L4	Authority	The Authority shall provide timely updates to the Supplier regarding organisational Changes.
4.5.2	L3	Supplier	The Supplier shall assist the Authority in the preparation and management of communications about the Services through the Authority's approved channels and in line with the Authority's Policies and Processes.
4.5.3	L3	Supplier	The Supplier shall assist the Authority in ensuring that all communications are targeted, accurate, comply with the Authority's communications Policies and are issued in line with any relevant deadlines set by the Authority.
4.5.4	L3	Supplier	The Supplier shall assist the Authority in developing communications on request from the Authority, which can include all of, but not limited to, e-mails, intranet postings and newsletters.
4.5.5	L3	Supplier	The Supplier shall deliver communications through the Authority's approved channels or authorise Other Suppliers to issue communications through the Authority's approved communications channels, where agreed with the Authority.

5. Interface with Service Desk

5.1 Point of Contact

Ref	Level	Owner	Description
5.1.1	L3	Supplier	The Supplier shall use the Service Desk in support of the Services the Supplier is providing the Authority.

5.2 Training

Ref	Level	Owner	Description
5.2.1	L3	Supplier	The Supplier shall, in relation to the Services, make available to the Authority appropriately detailed training material on an on-going basis throughout the Term, and provide all required training to the Authority, "Service Desk" personnel, Tech Hub and Virtual Tech Hub personnel.

5.3 Incident Management

Ref	Level	Owner	Description
5.3.1	L4	Authority	The Authority shall maintain and make available to the Supplier the Authority's Incident Management Policies and Processes.
5.3.2	L3	Supplier	The Supplier shall adhere to the Authority's Incident Management Policies and Processes in the delivery of the Services.
5.3.3	L3	Supplier	The Supplier shall define and maintain Operating Procedures for Incident Management that are aligned to the Authority's Incident Management Policies and Processes and shall submit such Operating Procedures to the Authority for approval.
5.3.4	L3	Supplier	The Supplier shall provide the management for all editorial activities with regards to the Operating Procedures for Incident Management including but not limited to content creation, update, change control and circulation across Other Suppliers.
5.3.5	L3	Supplier	The Supplier shall monitor the compliance and shall take all reasonable steps to address any non-compliance of the Other Suppliers against the Operating Procedures for Incident Management and report such non-compliance to the Authority.
5.3.6	L3	Supplier	Where the Supplier is unable to address the non-compliance of any Other Supplier to the Operating Procedures for Incident Management, the Supplier shall bring this to the Authority's attention.
5.3.7	L3	Supplier	The Supplier shall keep Service Tickets updated at all times in the ITSM Product.
5.3.8	L3	Supplier	The Supplier shall notify Authorised End User(s) and the Authority of anticipated target Resolution Times for Incidents via the Service Desk.
5.3.9	L3	Supplier	The Supplier shall perform investigative and diagnostic activities to identify workarounds or resolve (where possible) each Incident detected through Event Management in accordance with the Authority's Incident Management Policies and Processes.

5.3.11	L3	Supplier	The Supplier shall, where it has detected an Incident through Event Management, identify and capture information about the nature of the failure.
5.3.11	L3	Supplier	The Supplier shall cooperate with the Authority and Other Suppliers on any escalations in accordance with agreed escalation Procedures and in line with the Authority's Policies and Processes.
5.3.12	L3	Supplier	The Supplier shall provide prompt notification to the "Service Desk" of system outages.
5.3.13	L3	Supplier	The Supplier shall, where appropriate, inform the Authority if Incidents exceed or are expected to exceed their target Resolution Times.
5.3.14	L3	Supplier	The Supplier shall escalate issues to the appropriate levels for resolution in accordance with agreed escalation Procedures and in line with the Authority's Policies and Processes.
5.3.15	L3	Supplier	The Supplier shall attend meetings with the Authority and Other Suppliers in support of cross functional activities, as required, to diagnose escalated Incidents.
5.3.16	L3	Supplier	The Supplier shall support Other Suppliers and the Authority in the diagnosis of an Incident, defining resolution options and identification of the Supplier Personnel that need to conduct further investigation or resolution activities.
5.3.17	L3	Supplier	The Supplier shall, where Incidents relate to Authority Assets, keep updated at all times the CMDB and coordinate with the Authority, in line with the relevant agreed Process, to confirm when updates are made.
5.3.18	L3	Supplier	The Supplier shall, for each assigned Incident, restore Services promptly and in accordance with the Authority's Service Management Policies and Processes and the Performance Indicators and Target Performance Levels in Schedule 2.2 (*Performance Levels*).
5.3.19	L3	Supplier	The Supplier shall provide resolution plans for critical and high priority Incidents and seek approval of the Authority where such resolution impacts other Services.
5.3.20	L3	Supplier	The Supplier shall, where Incidents relate to assets, update details in the CMDB and coordinate in line with the relevant agreed Process to confirm when updates are made.
5.3.21	L3	Supplier	The Supplier shall, where Incidents relate to the changing of software or hardware assets, and where appropriate, update the CMDB or coordinate in line with the relevant agreed Process to confirm updates have been made.
5.3.22	L3	Supplier	The Supplier shall, if a Change to the Services is required to implement a resolution or workaround, submit an Operational Change Request in accordance with the Authority's Change Management Policies and Processes, implement a Standard Change, or seek exemption from the Change process from the Authority as appropriate.
5.3.23	L3	Supplier	The Supplier shall, if required, generate a Problem Record from an Incident in accordance with the Authority's Problem Management Policies and Processes.
5.3.24	L3	Supplier	The Supplier shall work with the Authority to open or generate a Problem Record and log a new Problem, workaround and Known Error as appropriate.
5.3.25	L3	Supplier	The Supplier shall conduct necessary Tests to ensure that an Incident is resolved in line with the Authority's Incident Management Policy and Process.
5.3.26	L3	Supplier	The Supplier shall for all Incidents ensure that appropriate remedial action is taken in accordance with the Authority's Incident Management Policies and Processes, as well as the Performance Indicators and Target Performance Levels in Schedule 2.2 (*Performance Levels*).

5.4 Problem Management

Ref	Level	Owner	Description
5.4.1	L4	Authority	The Authority shall maintain and make available to the Supplier the Authority's Problem Management Policies and Processes.
5.4.2	L3	Supplier	The Supplier shall adhere to the Authority's Problem Management Policies and Processes in the delivery of the Services.
5.4.3	L3	Supplier	The Supplier shall define and maintain Operating Procedures for Problem Management that are aligned to the Authority's Problem Management Policies and Processes and shall submit them to the Authority for approval.
5.4.4	L3	Supplier	The Supplier shall provide the management for all editorial activities with regards to the Operating Procedures for Problem Management including but not limited to content creation, update, change control and circulation across Other Suppliers.
5.4.5	L3	Supplier	The Supplier shall monitor the compliance and shall take all reasonable steps to address any non-compliance of the Other Suppliers against the Problem Management Operating Procedures and report such non-compliance to the Authority.
5.4.6	L3	Supplier	Where the Supplier is unable to address the non-compliance of any Other Supplier to the Operating Procedures for Problem Management, the Supplier shall bring this to the Authority's attention.
5.4.7	L3	Supplier	The Supplier shall remain responsible for all Problems allocated to them until the Problem is closed.
5.4.8	L3	Supplier	The Supplier shall monitor trends and emerging risks arising from Incidents or Problems.
5.4.9	L3	Supplier	The Supplier shall provide necessary information to the Authority from the time a Problem is identified through to resolution in accordance with the Performance Indicators and Target Performance Levels in Schedule 2.2 (*Performance Levels*).
5.4.10	L3	Supplier	The Supplier shall track any backlog of unresolved Problems and make this information available to the Authority at all times.
5.4.11	L3	Supplier	The Supplier shall regularly survey Incidents to identify recurring Incidents for which the cause is unknown and shall take action to identify and address the root cause, including: a. identify Incident trends or patterns and develop remedial plans; b. identify single point of failure from Incidents and propose remedial plans; c. provide proactive analysis identifying faults that may lead to Incidents; d. undertake weekly reviews of Incident Management performance and root cause analysis information with the Authority and the Other Suppliers to identify preventative measures to reduce the frequency of Incidents; and/or e. implement any preventative measures agreed at the weekly reviews referred to in Paragraph 5.4.12(d).
5.4.12	L3	Supplier	The Supplier shall cooperate with the Authority and Other Suppliers performing a root cause analysis of the Problem and all relevant Incidents.
5.4.13	L3	Supplier	The Supplier shall prioritise Problems, changing priorities if instructed to do so by the Authority.
5.4.14	L3	Supplier	The Supplier shall attend Problem management meetings regularly scheduled by the Authority to prioritise the resolution of cross-functional problems.
5.4.15	L3	Supplier	The Supplier shall process each problem in accordance with the priority level based on impact and urgency and in accordance with the Performance Indicators and Target Performance Levels in Schedule 2.2 (*Performance Levels*).

5.4.16	L3	Supplier	The Supplier shall create a Known Error Record and document the root cause of the Problem, associating relevant CIs with the Known Error Record.
5.4.17	L3	Supplier	The Supplier shall update the Service Knowledge Management System (SKMS) with relevant information, including documented workarounds for Problems.
5.4.18	L3	Supplier	The Supplier shall escalate issues to the appropriate levels for resolution in accordance with escalation Procedures.
5.4.19	L3	Supplier	The Supplier shall conduct the Problem resolution, coordinate Problem tracking and notifications.
5.4.20	L3	Supplier	The Supplier shall implement corrective actions identified through the Problem Management Process in an expedited fashion and as agreed with the Authority.
5.4.21	L3	Supplier	The Supplier shall verify with the Authority that a Problem is resolved before recommending it for closure in line with the Authority's Problem Management Policies and Processes.
5.4.22	L3	Supplier	The Supplier shall close and update the Problem Record with relevant details of the resolution in accordance with the Problem Management Policies and Processes.
5.4.23	L3	Supplier	The Supplier shall manage the effective entry of Problem Records into a Problem Management system and Known Errors into the Known Error Database (KEDB) with escalation to the Authority's specified Service Desk or the Authority for priority and approval.
5.4.24	L3	Supplier	The Supplier shall link related Incident Records to the relevant Problem Record or Known Error in the ITSM Product.
5.4.25	L3	Supplier	The Supplier shall provide configuration update data for the CMDB in accordance with the Problem Management Policies and Processes.
5.4.26	L3	Supplier	The Supplier shall update the Service Knowledge Management System (SKMS) and Known Error Database (KEDB) in cooperation with the knowledge management function.
5.4.27	L3	Supplier	The Supplier shall invoke the Security Incident Procedure if the Problem is categorised as a security related Problem.

5.5 Root Cause Analysis

Ref	Level	Owner	Description
5.5.1	L3	Supplier	The Supplier shall perform root cause analysis on all Severity 1 and Severity 2 Incidents, in respect of Incidents correctly assigned to them and report their findings to the Authority.
5.5.2	L3	Supplier	The Supplier shall work with the Authority and Other Suppliers to assist in the identification, investigation and resolution of Incidents, Problems and Known Errors and the performance of root cause analysis.
5.5.3	L3	Supplier	The Supplier shall implement, in agreement with the Authority, recommendations arising from root cause analysis.
5.5.4	L3	Supplier	The Supplier shall be responsible for reviewing the Service Knowledge Management System (SKMS) and Known Error Database (KEDB) for matching Known Errors and workarounds available.
5.5.5	L3	Supplier	The Supplier shall: a. ensure the creation of Known Error Records for Problems that have a workaround but no permanent solution, and b. close the Problem Record and update the Service Knowledge Management System (SKMS) and Known Error Database (KEDB).
5.5.6	L3	Supplier	The Supplier shall be responsible for assigning the Problem Record to the Other Suppliers for detailed root cause analysis (RCA) and solution identification.

5.5.7	L3	Supplier	The Supplier shall be responsible for ensuring Problem Records are updated with the Problem investigation and possible solutions.
5.5.8	L3	Supplier	The Supplier shall be responsible, in collaboration with the Authority, for identifying if the solution agreed to the Problem is a workaround or a permanent solution.
5.5.9	L3	Supplier	The Supplier shall proactively identify components of the Services that are susceptible to failure and recommend to the Authority cost-effective solutions for consideration and approval.

5.6 Production of the Products and Service Catalogue

Ref	Level	Owner	Description
5.6.1	L3	Supplier	The Supplier shall, in a format specified by the Authority, provide details of all items to be included in the Products and Services Catalogue.
5.6.2	L3	Supplier	The Supplier shall ensure that any changes to the Products and Services Catalogue items (including additions, amendments, and deletions) shall be effected in accordance with the Authority's Policies and Processes.

5.7 Service Request Fulfilment

Ref	Level	Owner	Description
5.7.1	L4	Authority	The Authority shall maintain and make available to the Supplier the Authority's Service Request Fulfilment Policies and Processes.
5.7.2	L3	Supplier	The Supplier shall adhere to the Authority's Service Request Fulfilment Policies, Processes and Procedures when processing Service Requests.
5.7.3	L3	Supplier	The Supplier shall define and maintain Operating Procedures for Service Request Fulfilment that are aligned to the Authority's Service Request Fulfilment Policies and Processes and shall submit them to the Authority for approval.
5.7.4	L3	Supplier	The Supplier shall provide the management for all editorial activities with regards to the Operating Procedures for Service Request Fulfilment including but not limited to content creation, update, change control and circulation across Other Suppliers.
5.7.5	L3	Supplier	The Supplier shall monitor the compliance and take all reasonable steps to address any non-compliance of the Other Suppliers against the Operating Procedures for Service Request Fulfilment and report such non-compliance to the Authority.
5.7.6	L3	Supplier	Where the Supplier is unable to address the non-compliance of any Other Supplier to the Operating Procedures for Service Request Fulfilment, the Supplier shall bring this to the Authority's attention.
5.7.7	L3	Supplier	The Supplier shall work with the Service Desk Supplier and the Authority to implement the Authority's Request Fulfilment Policies and Processes which will provide a standard way of managing requests.
5.7.8	L3	Supplier	The Supplier shall process each Service Request in accordance with the Request Fulfilment Policies and Processes.
5.7.9	L3	Supplier	The Supplier shall, where Service Requests relate to Authority Assets, keep updated at all times the CMDB and coordinate with the Authority, in line with the relevant agreed Process, to confirm when updates are made.
5.7.10	L3	Supplier	The Supplier shall, where Service Requests relate to the changing of software or hardware assets, and where appropriate, provide update data to the Authority for the CMDB.

5.7.11	L3	Supplier	The Supplier shall track and report the progress of efforts and the status of all Service Requests, including: a. reviewing the proposed Resolution Time for each request with the appropriate party and updating the status accordingly; and b. where relevant, coordinating Service Request tracking efforts, and regular communications between all parties and the Service Desk until Service Request closure.
5.7.12	L3	Supplier	The Supplier shall, where there is insufficient information to fulfil a Service Request, liaise with the Authority and Other Suppliers (as appropriate and in line with the Authority's Service Management Policies and Processes) to obtain the required information prior to acceptance of the Service Request.
5.7.13	L3	Supplier	The Supplier shall, in line with the Authority's Policies and Processes provide regular status updates, including closure, to the Authority for the purpose of tracking, managing and closing Service Requests.
5.7.14	L3	Supplier	The Supplier shall always advise on: a. expected delivery times for Service Requests and if these times are likely not to be met; and b. any potential or actual issues with the delivery of any Service Request as they arise.
5.7.15	L3	Supplier	The Supplier shall inform the Authority if a Service Request exceeds or is expected to exceed its target Resolution Time.
5.7.16	L3	Supplier	The Supplier shall verify with all relevant parties that the Service Request is fulfilled before recommending it for closure.
5.7.17	L3	Supplier	The Supplier shall close and update the Service Request record in accordance with Request Fulfilment Process.
5.7.18	L3	Supplier	The Supplier shall escalate issues to the appropriate levels for resolution in accordance with escalation Procedures detailed in the Request Fulfilment Policies and Processes.
5.7.19	L3	Supplier	The Supplier shall ensure that the immediate vicinity, adjacent to an area where a Service Request has been undertaken, is left in the same condition as found immediately prior to undertaking the Service Request.
5.7.20	L3	Supplier	The Supplier shall notify the Authority of any financial implications resulting from the cancellation of a Service Request and co-operate with the Authority to minimise any such adverse effects or implications.
5.7.21	L3	Supplier	The Supplier shall ensure all asset, licensing and/or Configuration Management Information is updated to reflect the changes which have resulted from the installation or movement of Authority Assets and initiation of Services.
5.7.22	L3	Supplier	The Supplier shall provide impact assessments in relation to Service Requests and their effect on the Services, as required by the Authority.
5.7.23	L3	Supplier	The Supplier shall ensure that, when any hardware is procured via the Products and Services Catalogue, the End User is provided with, or directed to, appropriate guidance or instructions in respect of the use of the hardware. Such guidance shall include, as required in respect of each End User, familiarisation training and post installation hardware configuration.
5.7.24	L3	Supplier	The Supplier will support the Authority to identify Service Request items for inclusion within the Products and Services Catalogue, including, but not limited to: a. workflow (manual and automated); b. lead time; c. notification status of Request Fulfilment; and maintenance of information/status (e.g., retire item, bundling opportunity and other).