

PENSION ADMINISTRATION SERVICES AGREEMENT

SCHEDULE 2.3

STANDARDS

Version Control

VERSION	DATE	COMMENT
1.0	September 2017	Execution version

Standards

1 **DEFINITIONS**

In this Schedule, the following definitions shall apply:

- | | |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Standards Hub” | the Government’s open and transparent standards adoption process as documented at http://standards.data.gov.uk/ ; and |
| “Suggested Challenge” | a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub. |

2 **GENERAL**

- 2.1 Throughout the term of this Agreement, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier’s provision, or the Authority’s receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.
- 2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier’s provision, or the Authority’s receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

3 **TECHNOLOGY AND DIGITAL SERVICES PRACTICE**

The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government’s Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-of-practice.html>.

4 **OPEN DATA STANDARDS & STANDARDS HUB**

- 4.1 The Supplier shall comply to the extent within its control with UK Government’s Open Standards Principles (or an equivalent standard if agreed by the Authority) as documented at <https://www.gov.uk/government/publications/open-standards-principles>, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.
- 4.2 Without prejudice to the generality of Paragraph 2.2, the Supplier shall, when implementing or updating a technical component or part of the Software or Supplier Solution where there is a requirement under this Agreement or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government’s Open Standards Principles (using the process detailed on Standards Hub and documented at <http://standards.data.gov.uk/>). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Agreement, an illustration of such requirement or opportunity within the IT Environment, Supplier Solution and Government’s IT infrastructure and the suggested open standard.
- 4.3 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Agreement is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 4.1 to comply with the UK Government’s Open Standards Principles, unless the Authority otherwise agrees in writing.

5 TECHNOLOGY ARCHITECTURE STANDARDS

The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with Good Industry Practice. If documentation exists that complies with TOGAF 9.1 or its equivalent, then this shall be deemed acceptable.

6 ACCESSIBLE DIGITAL STANDARDS

The Supplier shall comply with (or with equivalents to):

- (a) the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Conformance Level AA; and
- (b) ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.

7 SERVICE MANAGEMENT SOFTWARE & STANDARDS

7.1 Subject to Paragraphs 2 to 4 (inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:

- (a) ISO/IEC 20000-1 2011 “ITSM Specification for Service Management”;
- (b) ISO/IEC 20000-2 2012 “ITSM Code of Practice for Service Management”; and
- (c) BS25999-1:2006 “Code of Practice for Business Continuity Management” and ISO 22301 in the provision of “IT Service Continuity Strategy” or “Disaster Recovery” plans.

7.2 For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to “Bronze Level”, then this shall be deemed acceptable.

8 ENVIRONMENTAL STANDARDS

8.1 The Supplier warrants that it has obtained ISO 14001 (or equivalent) certification for its environmental management and shall comply with and maintain certification requirements throughout the Term. The Supplier shall follow a sound environmental management policy, ensuring that any Goods and the Services are procured, produced, packaged, delivered, and are capable of being used and ultimately disposed of in ways appropriate to such standard.

8.2 The Supplier shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2006 in compliance with Directive 2002/96/EC and subsequent replacements (including those in compliance with Directive 2012/19/EU).

8.3 The Supplier shall (when designing, procuring, implementing and delivering the Services) ensure compliance with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements.

8.4 The Supplier shall comply with the EU Code of Conduct on Data Centres’ Energy Efficiency. The Supplier shall ensure that any data centre used in delivering the Services are registered as a Participant under such Code of Conduct.

8.5 The Supplier shall comply with the Authority and HM Government’s objectives to reduce waste and meet the aims of the Greening Government: IT strategy contained in the document

"Greening Government: ICT Strategy issue (March 2011)" at <https://www.gov.uk/government/publications/greening-government-ict-strategy>.

9 HARDWARE SAFETY STANDARDS

9.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:

- (a) any new hardware required for the delivery of the Services (including printers), shall conform to BS EN 60950-1:2006+A12:2011 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
- (b) any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN 60065:2002+A12:2011 or any subsequent replacements;
- (c) any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2007 or any subsequent replacements ; and
- (d) any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 41003:2009 or any subsequent replacements.

9.2 Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Agreement in accordance with the relevant health and safety regulations.

10 QUALITY STANDARDS

10.1 The Supplier shall ensure that there are sufficient systems in place to ensure that the quality of the overall Supplier Solution, and the delivery of the Services are compliant with the 'Quality Management Systems Standard - ISO 9001:2008' or any subsequent replacements.

11 INTERNAL CONTROLS

11.1 The Supplier shall ensure that its internal controls environment for the delivery of Services is compliant with:

- (a) The Pension Regulator's 'Code of Practice';
- (b) 'AAF 01/06', and that it is audited against this; and
- (c) 'Governmental Internal Audit Standards' as relevant.

12 DATA AND RECORD-KEEPING

12.1 The Supplier shall develop, document, operate and maintain standards and procedures for ensuring the quality and integrity of all Authority Data required to deliver the Services. The Supplier shall obtain the Authority's approval (not to be unreasonably withheld) before implementing the standards and procedures. As a minimum these standards and procedures shall include:

- (a) the Pensions Regulator's guidance on good record-keeping; and
- (b) 'ISO 8000' on data quality.

13 **PROJECT MANAGEMENT**

- 13.1 The Supplier shall as and when appropriate in its performance of the Services use 'PRINCE2' methodology or similar, supplemented where appropriate by the tools and methods of the Supplier's own project management methodologies.