

SCHEDULE TWELVE: RECORDS MANAGEMENT SOFTWARE SUPPLY & SUPPORT

1. Definitions

- 1.1 This Schedule Twelve is supplemental to, and shall be construed and interpreted in accordance with the other terms of the Contract PROVIDED THAT for the purposes of this Schedule Twelve, certain additional definitions (as set out below) shall apply in addition to those set out in Condition 1 (Definitions) of the Contract.
- 1.2 The terms of the Contract shall apply to this Schedule Twelve except insofar as a specific variation thereto is set out in this Schedule Twelve or the paragraph is specifically identified in the Contract as not applying. For the avoidance of doubt, unless otherwise stated, these variations shall only apply in respect of the Records Management Software Supply and Support Services and not to the other Services provided under the terms of the Contract.
- 1.3 Except where otherwise stated, references to “paragraphs”, “Annexes” and “Appendices” are to the paragraphs of, annexes to and appendices to this Schedule Twelve.
- 1.4 In the event of a conflict or inconsistency between any other term of the Contract, the paragraphs of this Schedule Twelve, the Annexes to this Schedule Twelve and the Appendices to this Schedule Twelve, the following order of precedence shall apply (in descending order of precedence) in so far as the construction of this Schedule Twelve is concerned:
 - the paragraphs of this Schedule Twelve;
 - the Annexes to this Schedule Twelve provided that Annex A shall take precedence over the other Annexes;
 - the Appendices to this Schedule Twelve;
 - the Conditions of the Contract; and
 - the Schedules of the Contract.
- 1.5 In this Schedule Twelve, the following terms shall, unless the context requires otherwise, have the meanings set out below.

"Achieve"	in respect of a Test, to successfully pass a Test without any Test Issues and, in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone. "Achieved" and "Achievement" shall be construed accordingly;
"Assets"	all assets and rights used by the Contractor to provide the Record Management Software Supply and Support Services in accordance with this Schedule Twelve but excluding the Authority Assets;
"ATP Milestone Date"	the Milestone Date on which the Contractor is granted Authority to Proceed in respect of the relevant Operational Service [as identified in the Implementation Plan];
"Authority Assets"	the Authority Materials, the specially written material, the Authority's infrastructure and any other data, software, assets, equipment or other property owned by the Authority and which is or may be used in connection with the provision or receipt of the Record Management Software Supply and Support Services;
"Authority Cause"	any breach by the Authority of any of the Authority's Responsibilities (except to the extent that it is the result of any act or omission by the Authority to which the Contractor has given its prior written consent);
"Authority Data"	<p>(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:</p> <p>(i) supplied to the Contractor by or on behalf of the Authority; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Schedule Twelve including, for the avoidance of doubt, any data relating to any Records; or</p>

(b) any Personal Data for which the Authority is the Data Controller;

but in all circumstances excluding the Licensed Materials and the Third Party Materials.

"Authority Materials"

the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Contractor, the IPR in which:

(i) are owned or used by or on behalf of the Authority; and

(ii) are or may be used in connection with the provision or receipt of the Records Management Software Supply and Support Services, but in all circumstances excluding the Licensed Materials and the Third Party Materials;

"Authority's Responsibilities"

the list of responsibilities to be agreed between the Parties as part of the Implementation Plan in accordance with Paragraph 3.1.1 of this Schedule 12;

"Authority Software"

software which is owned by or licensed to the Authority, including software which is or will be used by the Contractor for the purposes of providing the Records Management Software Supply and Support Services but in all circumstances excluding the Licensed Materials and Third Party Materials;

"Authority System"

the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with this Schedule Twelve which is owned by or licensed to the Authority by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Records Management Software Supply and Support Services;

"Authority to Proceed"

the point at which the Contractor is authorised to provide the Operational Services to the Authority provided in the form of a Milestone Achievement Certificate relating to the

	Milestone which is recorded as being linked to authority to proceed in the Implementation Plan;
"Availability or Available"	the availability of the Contractor Solution to perform its regular file creation, tracking and ordering functions measured at the Point of Connectivity during Core Hours;
"Charges"	the charges for the provision of the Records Management Software Supply and Support Services set out in Schedule Three (Charges and Payment);
"Contractor Software"	Software which is proprietary to the Contractor or its Affiliates, including software which is or will be used by the Contractor for the purposes of providing the Records Management Software Supply and Support Services. The Contractor Software to be supplied as of the Operational Service Commencement Date is set out in Annex C;
"Contractor Solution"	the Contractor's solution for the provision of the Records Management Software Supply and Support Services which is included at Annex C;
"Contractor System"	the information and communications technology system used by the Contractor in performing the Records Management Software Supply and Support Services including the Software, the Contractor Equipment and related cabling (but excluding the Authority System);
"Core Hours"	08.00 to 18.00 on each working day;
"Correction Plan"	the Contractor's plan for the remediation of any: (a) Test Issues or the resolution of any non-conformities in any Deliverable to be agreed in accordance with Paragraph 5 (Implementation Delays - General Provisions); or (b) Service Failure in accordance with Paragraph 10 (Service Levels);
"Database"	the rights in or to the database developed and supplied by the Contractor to the Authority in accordance with the terms of this Schedule Twelve but in all circumstances excluding the Licensed Materials and Third Party Materials;

"Delay Payments"	the amounts payable by the Contractor to the Authority in respect of a Delay and specified in Appendix A to Annex A of this Schedule Twelve;
"Delay"	the period of time by which the implementation of the Contractor Solution by reference to the Implementation Plan is delayed arising from a failure to Achieve a Milestone;
"Deliverable"	an item, feature or service associated with the provision of the Contractor Solution or a change in the provision of the Records Management Software Supply and Support Services which is required to be delivered by the Contractor at a Milestone Date or at any other stage during in the performance of this Schedule Twelve;
"Deposited Software"	the Contractor Software and Specially Written Software the Source Code of which is to be placed in escrow;
"Documentation"	<p>descriptions of the Records Management Software Supply and Support Services and Service Levels, technical specifications, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:</p> <p>(a) is required to be supplied by the Contractor to the Authority under this Schedule Twelve;</p> <p>(b) is required by the Contractor in order to provide the Records Management Software Supply and Support Services; or</p> <p>(c) has been or shall be generated for the purpose of providing the Records Management Software Supply and Support Services;</p> <p>but in all circumstances excluding any Third Party Materials;</p>
"Existing Record"	any Record which is in existence at the Commencement date;

"Exit Management"	the respective obligations and rights of the Parties pertaining to managing a smooth transition from the provision of the Records Management Software Supply and Support Services by the Contractor to the provision of Replacement Services by the Authority or any Replacement Contractor as set out in Schedule Eleven (Exit Management) and this Schedule Twelve;
"ICT"	information and communications technology;
"IL3"	Impact Level 3, Restricted as defined by the Cabinet Office HMG Security Policy Framework;
"IL4"	Impact Level 4, Confidential as defined by the Cabinet Office HMG Security Policy Framework;
"Implementation Plan"	means the plan for the implementation of the Contractor Solution to be developed by the Parties and to be based on the Contractor's outline implementation plan specified in Annex C;
"Incident" or "Incidences"	means an incident of the Authority's' first line help desk (provided by ATOS) reporting a Service Failure to the Contractor's Help Desk.
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Records Management Software Supply and Support Services or as otherwise provided by the Contractor (or to which the Contractor has provided access) to the Authority in the fulfilment of its obligations;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Records Management Software Supply and Support Services but excluding know how already in the Contractor's or the Authority's possession before this Schedule Twelve;

"Licensed Materials"	the Contractor Software, the Specially Written Software and any Contractor's Background IPRs necessary to operate the Software or any of them;
"Licensee"	the Authority or a Successor Contractor;
"Licensor"	the Contractor;
"Material Test Issue"	has the meaning given in Annex B (Testing Procedure)
"Milestone Achievement Certificate"	has the meaning given in Appendix B
"Milestone Date"	the date set against the relevant Milestone in the Implementation Plan;
["Milestone Payment"	a payment in Schedule 3 (Charges and Payment) which has been identified as a milestone payment to be made following the issue of a Milestone Achievement Certificate;] [DN: to be removed if not included in the final Implementation Plan]
"Milestone"	an event or task described in the Implementation Plan which, if applicable, must be completed by the relevant Milestone Date;
"New Record"	a Record which is created after the Commencement Date;
"Non-conformance Report"	a report including detail of the reasons why any Test has failed or of any non-conformities in respect of any Milestone;
"Operating Environment"	the Authority System and the Sites;
"Operational Phase"	The business as usual operation of the RMS Application to commence on the Operational Service Commencement Date, as distinct from the design, development, testing and implementation of the RMS application as set out in this Schedule Twelve.
"Operational Service Commencement Date"	the date on which the Operational Phase starts which is to be agreed by the Parties as part of the Implementation Plan during the Planning Period, such date to fall no later than 30 th September 2011;

"Operational Services"	the operational Records Management Software Supply and Support Services described as such in the Service Description at Annex C of this Schedule Twelve;
"Planned ATP Milestone Date"	the date set out in the Implementation Plan for the Achievement of the Milestone relating to Authority to Proceed;
"Point of Connectivity"	the interface device(s) between the Contractor's and the Authority's IT systems architectures where the Contractor Solution begins and ends;
"Planning Period"	the period commencing on the Effective Date and continuing for 20 Working Days thereafter, as specified at paragraph 3.1.1 of this Schedule Twelve, during which the Parties shall agree various preliminary matters relating to the implementation of the Records Management Software Supply and Support Services;
"Pre-Operational Phase"	the phase during which the Contractor will deliver Pre-Operational Services, being the period from the Effective Date until the date of successful achievement of the ATP Milestone (as recorded in the appropriate Milestone Achievement Certificate);
"Pre-Operational Services"	the services provided by the Contractor for the design, build, test, implementation and roll out of the Operational Services as described in the Service Description set out at Annex C of this Schedule Twelve;
"Project Specific IPRs"	<p>(a) IPRs in items created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Schedule Twelve and updates and amendments of these items; and/or</p> <p>(b) IPRs arising as a result of the performance of the Contractor's obligations under this Schedule Twelve;</p> <p>but in all circumstances shall not include the Contractor's Background IPRs, Contractor Software, Specially Written Software or Third</p>

Party Materials;

"Reclaimable Milestone Payments"	Milestone Payments which have been paid to the Contractor in respect of the achievement of Milestones;
"Records Management Software Supply and Support Services" or the "Services"	all those IT services to be supplied by the Contractor, including the supply of the RMS Application, which are identified in this Schedule Twelve;
"Records Management System Application" or "RMS Application"	the records management system designed, developed, implemented and provided to the Authority by the Contractor as part of the Records Management Software Supply and Support Services.
"Regulatory Bodies"	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 Schedule Twelve or any other affairs of the Authority and "Regulatory Body" shall be construed accordingly;
"Response Time"	the time taken by the Contractor Solution to respond to an Authority user instruction to create, move, track or order a Record measured from the moment such a request enters the Point of Connectivity to the moment that such a request is returned by the Contractor and leaves the Point of Connectivity;
"Revised Milestone Date"	any revised date which is set for the Achievement of a Milestone;
"Schedule Twelve" or "Schedule 12"	means this Schedule Twelve, including all annexes and appendices;
"Service Credits"	means the sums payable in respect of the failure by the Contractor to meet one or more Service Levels, as specified in this Schedule Twelve;

"Service Downtime"	any period of time for which the Records Management Software Supply and Support Services are not Available which exceeds the permitted downtime for the relevant Service (excluding any planned maintenance agreed between the Parties) in accordance with the Service Failure severity criteria specified in Table 1 in Appendix A to Annex A of this Schedule Twelve
"Service Failure"	a failure to deliver any part of the Records Management Software Supply and Support Services in accordance with the Service Levels;
"Service Levels"	the levels of service required to be provided in respect of the Records Management Software Supply and Support Services, as described in Appendix A of Annex A to this Schedule Twelve;
"Service Points"	points, as set out in Table 2 (Calculation of Service Credits) in Appendix A to Annex A of this Schedule Twelve, which shall accrue to the Contractor in the event of a Service Failure which exceeds the permitted Service Downtime;
"Service(s) Description"	the description of the Records Management Software Supply and Support Services as set out in Annex A of this Schedule Twelve;
"Services Employees"	those employees of the Contractor who shall from time to time be engaged in the performance of the Records Management Software Supply and Support Services in the relevant part of the undertaking within the Contractor and who may be transferred on the expiry or termination of this Schedule Twelve under the Employment Regulations to the Authority or a Replacement Contractor;
"Sites"	any premises from which the Records Management Software Supply and Support Services are provided or from which the Contractor manages, organises or otherwise directs the provision or the use of the Records Management Software Supply and Support Services, or where any part of the Contractor System is situated, or where any physical

interface with the Authority System takes place;

"Software"	Specially Written Software, Contractor Software and Third Party Software;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such software;
"Specially Written Software"	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Schedule Twelve, including, and for the avoidance of doubt without limitation, any and all interfaces, data synchronisation communication links or bridges necessary to enable the Contractor Software and the Third Party Software to share data (including, without limitation, Authority Data), communicate or otherwise interoperate;
"Standard Licence Terms"	the licence terms set out in Part A of Appendix B to Annex A of this Schedule Twelve (Standard Licence Terms);
"Test Success Criteria"	the test success criteria to be agreed between the Parties as part of the Implementation Plan during the Planning Period;
"Testing Procedures"	the applicable testing procedures and Test Success Criteria referred to in paragraph 3.2 of this Schedule Twelve (Testing);
"Tests" and "Testing"	any tests required to be carried out under this Schedule Twelve, as referred to in paragraph 3.2 of this Schedule Twelve (Testing);
"Third Party Materials"	the Third Party Software together with the Documentation relating to the Third Party Software;
"Third Party Software"	software which is proprietary to any third party other than an Affiliate of the Contractor which is or will be used by the Contractor for the purposes of providing the Records

Management Software Supply and Support Services. The Third Party Software to be supplied at the Operational Service Commencement Date is set out in Annex C;

"UK"

the United Kingdom;

"Use"

the right to load, execute, store, transmit, display and copy (for the purpose of loading, execution, storage, transmission or display) the relevant Licensed Material(s), Contractor Background IPRs or Third Party Software for the Authority's internal business needs.

2. Due Diligence

2.1 With respect to this Schedule Twelve the Contractor acknowledges that in relation to the Records Management Software Supply and Support Services it:

2.1.1 has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Authority; and

2.1.2 has raised all relevant due diligence questions with the Authority before the Effective Date.

2.2 The Contractor acknowledges that it has inspected the Operating Environment and has advised the Authority of any aspect of the Operating Environment that is not suitable for the provision of the Services and that the specified actions to remedy the unsuitable aspects of the Operating Environment, together with a timetable for and the costs of those actions, have been specified in the relevant parts of the Contract for the Pre-Operational Phase.

2.3 If the Contractor has either failed to inspect the Operating Environment or failed to notify the Authority of any required remedial actions in accordance with Paragraph 2.2 then the Contractor shall not be entitled to recover any additional costs or charges from the Authority relating to any unsuitable aspects of the Operating Environment except in respect of any latent structural defect in the Authority Premises. The onus shall be on the Contractor to prove to the Authority that any work to the Authority Premises is required in respect of a latent structural defect and that the additional costs or charges are reasonable and necessary. The Contractor shall not incur such additional costs or charges without obtaining the Authority's prior written consent.

- 2.4 Any disputes relating to due diligence shall be resolved through the Dispute Procedure set out in Schedule Seven (Dispute Procedure).

3. Implementation

3.1 Implementation Plan.

- 3.1.1 The Parties shall use their reasonable endeavours to agree the detailed Implementation Plan (including, amongst other things, the Operational Service Commencement Date, Test Success Criteria, the Authority's Responsibilities, the dates on which the detailed draft data migration plan shall be submitted and data migration shall be completed as set out in Paragraphs 4.4.10.2(a) and 4.4.10.3 of Annex A respectively) during the Planning Period. In the event that the Parties cannot agree the Implementation Plan within the Planning Period the Parties may agree in writing to extend such a period or, failing which, either Party may refer the matter to be determined by the Dispute Procedure. The time period for the delivery of the Implementation Plan shall be extended by any time extension agreed between the Parties pursuant to this paragraph 3.1.1 or the length of time for the matter to be resolved pursuant to the Dispute Procedure, whichever is the shorter.
- 3.1.2 The Implementation Plan shall provide full details of all Milestones and Milestone Dates together with such other information as is necessary to manage the implementation effectively. Once agreed with the Authority (such agreement not to be unreasonably delayed or withheld), the Contractor shall provide the Services in accordance with, and shall monitor performance against, the Implementation Plan. All changes to the Implementation Plan shall be subject to the Contract Variation Procedure set out at Schedule Six (Contract Variation Procedure).

3.2 Testing

- 3.2.1 When the Contractor has completed the Services in respect of a Milestone it shall submit any Deliverables relating to that Milestone for Testing and the Parties shall follow the applicable provisions of the Testing Procedures.
- 3.2.2 Each Party shall bear its own costs in respect of the Testing Procedures. However, if a Milestone does not achieve the Test Success Criteria, the Authority shall be entitled to recover from the Contractor, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone to achieve the Test Success Criteria.
- 3.2.3 If the Contractor successfully completes the requisite Tests, the Authority shall issue a Milestone Achievement Certificate

as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Milestone Achievement Certificate, the Contractor shall remain solely responsible for ensuring that the Contractor Solution is suitable for the delivery of the Services; for ensuring that the Services are implemented in accordance with this Contract and that the Service Delivery Targets (as set out in Schedule Two) are achieved during the Operational Phase. No rights of estoppel or waiver shall arise as a result of the issue of any Milestone Achievement Certificate or conditional Milestone Achievement Certificate issued pursuant to Paragraph 3.5.2.1 (Delays Due to Contractor Default).

- 3.2.4 If the Contractor does not successfully complete or achieve any Test, the provisions of paragraphs 3.3(Delays), 3.4 (Correction Plan), 3.5 (Delays due to Contractor Default), 3.5.3 (Delay Payments), 3.8 (Delays due to Authority Cause) and 3.9 (Delays not due to One Party) shall apply as appropriate.

3.3 Delays

- 3.3.1 If at any time the Contractor becomes aware that it will not (or is unlikely to) achieve any Milestone by its associated Milestone Date it shall, as soon as is reasonably practicable, and in any event within 2 Working Days, notify the Authority of such a delay (or likely delay) and in doing so shall provide the Authority with a summary of the reasons for that delay (or likely delay).

- 3.3.2 Where the Contractor has, in accordance with the provisions of paragraph 3.3.1 above, notified the Authority of a delay (or likely delay) to the delivery of a Milestone, it shall, as soon as reasonably practicable and in any event within 10 Working Days of initially notifying the Authority in accordance with paragraph 3.3.1, provide the Authority with full written details regarding any such delay (or likely delay). Such written details shall include:

3.3.2.1 the reasons for the delay;

3.3.2.2 the consequences of the delay; and

3.3.2.3 if the Contractor claims that the delay is due to an Authority Cause, the reason for making that claim.

- 3.3.3 Irrespective of whether any such delay is due to an Authority Cause or not, the Contractor shall make all reasonable endeavours to eliminate or mitigate the consequences of that delay.

- 3.3.4 The performance of the Services required by this Schedule

Twelve shall not cease by reason of the reference to of any dispute to the Dispute Procedure and/or Escalation Process set out in Schedule Seven (Dispute Procedure), and both parties shall continue to work to resolve the causes of, and mitigate the effects of, any delay until the Dispute Procedure has been concluded.

3.4 Correction Plan

3.4.1 The Contractor shall submit a draft Correction Plan where:

3.4.1.1 it becomes aware that it will not Achieve a Milestone by the Milestone Date; or

3.4.1.2 it has failed to Achieve a Milestone by its Milestone Date, whether that failure arises because of:

- (a) a failure to submit any or all Deliverables in respect of that Milestone;
- (b) the failure of the Milestone successfully to complete or Achieve any Test; or
- (c) where there are no Tests in respect of the relevant Milestone, any non-conformance in respect of that Milestone.

3.4.2 The draft Correction Plan shall identify the issues arising out of the Delay and the steps that the Contractor proposes to take to achieve the Milestone in accordance with the provisions of this Schedule Twelve.

3.4.3 The draft Correction Plan shall be submitted to the Authority for its approval as soon as possible and in any event not later than 10 Working Days (or such other period as the Authority may permit and notify to the Contractor in writing) after the initial notification under paragraph 3.3.1 or the issue of a Non-conformance Report.

3.4.4 The Authority shall not withhold its approval of a draft Correction Plan unreasonably. If the Authority does not approve the draft Correction Plan, it shall inform the Contractor of its reasons promptly following its decision to withhold approval and the Contractor shall take those reasons into account in the preparation of a further draft Correction Plan, which shall be resubmitted to the Authority within five Working Days of the rejection of the first draft.

3.4.5 The Contractor shall comply with its Correction Plan following its approval by the Authority.

3.5 Delays due to Contractor Default

3.5.1 If a Deliverable does not satisfy the Test Success Criteria and/or a Milestone is not achieved due to the Contractor's Default, the Authority shall issue a Non-conformance Report to the Contractor that sets out the non-conformity of the Deliverable, Test or Milestone failure, along with details consequential impact (or potential consequential impact) of such non-conformity upon on any other Milestone(s).

3.5.2 Where, in accordance with paragraph 3.5.1, the Authority has issued a Non-conformance Report to the Contractor it may, in its absolute discretion, and without waiving any of its other rights under this Contract, choose to:

3.5.2.1 issue a conditional Milestone Achievement Certificate (the validity of such a Milestone Achievement Certificate being made conditional upon the remediation of the Test Issues, or the non-conformities of the Deliverable where no testing has taken place, in accordance with an agreed Correction Plan). Conditional Milestone Achievement Certificates shall only be issued where the Authority is satisfied that the Contractor has identified the required remedial actions within a Correction Plan that has been approved by the Authority.

3.5.2.2 decline (where the Test issue is a Material Test Issue) to issue a conditional Milestone Achievement Certificate, and instead:

- (a) escalate the matter in accordance with the provisions of Schedule Seven (Dispute Resolution); or
- (b) subject to the Parties first using their reasonable endeavours to seek a resolution to such Contractor Default using the Rectification Process set out in Condition 53 (Improvement and Rectification), terminate the Contract pursuant to Condition 47 (Termination on Default); or
- (c) require the payment of Delay Payments which shall be payable by the Contractor on demand where Delay Payments are payable in respect of the relevant Milestone specified in the Implementation Plan

3.5.3 In the event of multiple or repeated delays due to the Contractor's default, the Authority reserves the right to make time of the essence upon provision of written notice.

3.6 Delay Payments

3.6.1 Delay Payments are provided as the primary remedy for the Contractor's failure to achieve Milestone Dates, and shall be the Authority's exclusive financial remedy with respect to this Schedule Twelve except where:

3.6.1.1 the Authority is entitled to terminate the Contract pursuant to Condition 47 (Termination on Default) or Condition 60 (Force Majeure); or

3.6.1.2 the failure to achieve a Milestone exceeds a period of four weeks after the relevant Milestone Date; or

3.6.1.3 the Authority has issued a conditional Milestone Achievement Certificate pursuant to paragraph 3.5.2.1. In such circumstances it may, in its absolute discretion, set a revised Milestone Date for that Deliverable and further review its position with regards to the applicability of Delay Payments on or after such a revised Milestone Date.

3.6.2 Where a Delay Payment has become due to the Authority pursuant to paragraphs 3.5.2.2 (c) of this Schedule, the Contractor shall make a Delay Payment to the Authority equal in value to 1% of the relevant Milestone Payment payable for the particular Milestone which has not been Achieved and which has resulted in the Delay on a daily basis from the relevant Milestone Date until such time as the date when the Milestone is achieved in accordance with the Correction Plan, provided that the total amount of the Delay Payment payable shall not exceed 20% of such relevant Milestone Payment.

3.7 The calculation of a Delay Payment as set out in 3.6.2 above is considered by both Parties to be both proportionate and a genuine pre-estimate of the liquidated value of such damages.

3.8 Delays due to Authority Cause

3.8.1 Without prejudice to Paragraph 3.3.3, if the Contractor would have been able to achieve the Milestone by its Milestone Date but has failed to do so as a result of an Authority Cause the Contractor will have the rights and relief set out in paragraph 3.7.2 below.

3.8.2 Where the Contractor has been unable to achieve a Milestone as a direct result of an Authority Cause:

3.8.2.1 the Contractor shall:

(a) subject to Paragraph 3.8.2.2, be allowed an extension of time equal to the Delay caused by that Authority Cause;

- (b) not be in breach of the Contract as a result of the failure to achieve the relevant Milestone by its Milestone Date;
- (c) have no liability for Delay Payments in respect of the relevant Milestone to the extent that any such delay results directly from the Authority Cause.

3.8.2.2 the Authority, acting reasonably, shall:

- (a) consider the duration of the delay, the nature of the Authority Cause and the effect of the delay and the Authority Cause on the Contractor's ability to comply with the Implementation Plan;
- (b) consult with the Contractor in determining the effect of the Delay;
- (c) fix a Revised Milestone Date; and
- (d) if appropriate, make any consequential revision to subsequent Milestones in the Implementation Plan.

3.8.3 The Contractor shall (and shall procure that any Sub-contractors shall) take and continue to take all reasonable steps to eliminate or mitigate any losses and/or expenses that it incurs as a result of an Authority Cause.

3.9 Delays not due to One Party

3.9.1 Without prejudice to Paragraph 3.3.3, where a delay is attributable in part to the Contractor's default and in part to an Authority Cause, the Parties shall negotiate in good faith with a view to agreeing a fair and reasonable apportionment of responsibility for the delay. The Parties agree that Delay Payments shall be recoverable subject to reductions to reflect the extent to which the Authority has contributed to the Delay.

4. The Records Management Software Supply and Support Services

4.1 The Service Description for the Operational Phase of the Records Management Software Supply and Support Services is set out as Annex A to this Schedule Twelve. The Contractor shall supply the Records Management Software Supply and Support Services in accordance with Annex A and with Annex C. In the event of any conflict between Annexes A and C (except where the Contractor has indicated that the Software does not fully meet a particular requirement) the terms of Annex A shall prevail.

- 4.2 The Charges applicable to the supply of the Records Management Software Supply and Support Services are set out in Appendix A to Annex A to Schedule Three (Charges and Payment).
- 4.3 The Contractor shall be required to commence the Operational Phase of the Records Management Software Supply and Support Services by the Operational Services Commencement Date.
- 4.4 The Contractor shall perform its obligations under the Contract including those in relation to the Records Management Software Supply and Support Services in accordance with:
 - 4.4.1 Good Industry Practice; and
 - 4.4.2 the Contractor's own established procedures and practices; and
 - 4.4.3 the Authority's ICT strategy.
- 4.5 The Contractor shall ensure that the Records Management Software Supply and Support Services and the Contractor System integrate with the Authority System as set out in this Schedule Twelve.
- 4.6 In the event of the Contractor's failure to provide the Records Management Software Supply and Support Services or to comply with its obligations in accordance with this Schedule Twelve, the Authority may, without prejudice to its other rights, require the Contractor to re-perform the Records Management Software Supply and Support Services or to comply with its obligations.
- 4.7 If the Contractor would have provided, or procured the provision of, the Records Management Software Supply and Support Services in the accordance with the provisions of this Schedule Twelve, including, without limitation, the Service Levels, but has failed to do so as a result of an Authority Cause, the Contractor shall have the rights and relief set out in paragraph 4.9.2 and 4.9.3 of this Schedule Twelve.
- 4.8 The Contractor shall be required to notify the Authority as soon as it considers that an Authority Cause has arisen which is having, or which is likely to have, an adverse impact on the ability of the Contractor to deliver the Records Management Software and Supply and Support Services.
- 4.9 The Contractor shall:
 - 4.9.1 Subject to paragraph 4.9.2 and 4.9.3 of this Schedule Twelve, use all reasonable endeavours to continue to provide the affected Records Management Software Supply and Support Services in accordance with this Agreement;
 - 4.9.2 Not incur any Service Credits which arise as a direct result of the Authority Cause;

4.9.3 be entitled to be paid for the provision of the Records Management Software Supply and Support Services which have been affected by the Authority Cause.

4.10 The Authority may challenge any notice received from the Contractor pursuant to paragraph 4.8 of this Schedule Twelve if it believes, in its reasonable opinion, that the alleged Authority Cause should not prevent the Contractor from performing the Records Management Software Supply and Support Services in accordance with the provisions of this Schedule Twelve, including, without limitation, the Service Levels. Any resulting disputes regarding the occurrence or impact of an Authority Cause which cannot be resolved within 20 Working Days may be referred by either party for resolution in accordance with the Dispute Procedure.

5. Service Levels

5.1 The Service Levels that shall apply with respect to the Records Management Software Supply and Support Services are set out in Appendix A of Annex A to this Schedule Twelve.

6. Audit

6.1 In addition to the requirements of Condition 35 (Retention of Documents and Right of Audit), the following provisions shall apply with respect to the Records Management Software Supply and Support Services set out in this Schedule Twelve.

6.2 The Authority reserves the right (subject to the Authority's obligations of confidentiality) to inspect the Contractor's ICT Environment (or any part of it) at any time. In doing so the Authority shall endeavour to (but is not obliged to) provide reasonable notice of its intention to conduct such an audit.

6.2.1 the Contractor shall provide the Authority (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each such audit, including:

6.2.1.1 all information requested by the Authority within the permitted scope of the audit;

6.2.1.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

6.2.1.3 access to the Contractor System; and

6.2.1.4 access to Contractor Personnel.

6.3 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on its performance

of the Records Management Software Supply and Support Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.

- 6.4 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Paragraph, unless the audit identifies a material Default on the part of the Contractor, in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

7. Non-Solicitation

- 7.1 Except in respect of any Staff Transfer, during the term of the Contract (and for 12 months following the termination or expiry of the Contract) neither Party shall (and the Contractor shall procure that any sub-contractors shall not) either directly or indirectly solicit or entice away (or seek to attempt to solicit or entice away) from the employment of the other Party any person employed by such other Party in the provision of the Records Management Software Supply and Support Services or (in the case of the Authority) in the receipt and/or administration of those Records Management Software Supply and Support Services.

8. Intellectual Property Rights

- 8.1 In addition to the requirements of Conditions 29-36 (Protection of Information and Intellectual Property Rights) the following provisions shall apply with respect to the Records Management Software Supply and Support Services set out in this Schedule Twelve.
- 8.2 Except as expressly set out in this Schedule Twelve the Authority shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Contractor or its licensors, including:
- 8.2.1 the Contractor Software; or
 - 8.2.2 the Third Party Software; or
 - 8.2.3 the Specially Written Software; or
 - 8.2.4 the Contractor's Background IPRs.

and the Contractor shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including:

- 8.2.5 the Authority Software; or
 - 8.2.6 the Authority Data; or
 - 8.2.7 the Authority's documentation, processes and procedures.
- 8.3 Where either Party acquires, by operation of law, title to Intellectual

Property Rights that is inconsistent with the allocation of title set out in Paragraph 8.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

9. Licences Granted By The Contractor

- 9.1 The Contractor hereby grants to the Authority a licence to the Licensed Materials on the Standard Licence Terms.
- 9.2 The Contractor hereby grants to the Authority a royalty free and non-exclusive licence for the duration of the Contract to Use such Third Party Software as is necessary for the purposes of the Authority receiving the Record Management Software Supply and Support Services in accordance with this Schedule Twelve.
- 9.3 The Contractor hereby grants to the Authority a non-exclusive, perpetual licence to copy the Documentation for any purpose connected with the receipt of the Records Management Software Supply and Support Services, or that is incidental to the exercise of the rights granted to the Authority under this Contract.

10. Licences Granted By The Authority

- 10.1 The Authority hereby grants to the Contractor a royalty-free, non-exclusive, non-transferable licence during the term of the Contract to use:
 - 10.1.1 the Authority Software; and
 - 10.1.2 the Authority's documentation, processes and procedures; and
 - 10.1.3 the Project Specific IPR from the date the relevant rights are transferred to the Authority in accordance with Paragraph 12.1; and
 - 10.1.4 the Authority Data.
- 10.2 The licence granted in Paragraph 10.1:
 - 10.2.1 includes the right to grant sub-licences to sub-contractors provided that any relevant Sub-contractor has entered into a confidentiality undertaking with the Contractor on the same terms as that which the Contractor has with the Authority; and
 - 10.2.2 is granted solely to the extent necessary for performing the Records Management Software Supply and Support Services in accordance with this Schedule Twelve. The Contractor shall not, and shall procure that its sub-contractors do not, use the licensed materials for any other

purpose or for the benefit of any person other than the Authority.

- 10.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 10.4 In the event of the termination or expiry of the Contract, the licence referred to in Paragraph 10.1, any sub-licence granted in accordance with Paragraph 10.2.1 and any licence granted in accordance with Paragraph 10.3 shall terminate automatically and the Contractor shall deliver to the Authority all material licensed to the Contractor pursuant to Paragraph 10.1 or Paragraph 10.3 in the Contractor's possession or control.

11. Assignment of IPR in Databases

- 11.1 The Contractor hereby assigns to the Authority, with full title guarantee, title to and all rights and interest in the Database or shall procure that the first owner of the Database assigns it to the Authority on the same basis.
- 11.2 The assignment under Paragraph 11.1 shall either take effect on the Effective Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Database, as appropriate.
- 11.3 The Contractor shall waive or procure a waiver of any moral rights in the Database assigned to the Authority under the Contract.
- 11.4 The Contractor hereby grants to the Authority a perpetual, irrevocable, non-exclusive, assignable, royalty free and global licence to Use any Contractor's Background IPRs to the extent necessary for the Authority to obtain the full benefits of ownership of the Database.

12. Project Specific IPR and Specially Written Software

- 12.1 The Contractor hereby assigns to the Authority, with full title guarantee, title to and all rights and interest in the Project Specific IPRs or shall procure that the first owner of the Project Specific IPRs assigns them to the Authority on the same basis.
- 12.2 The assignment under Paragraph 12.1 shall either take effect on the Effective Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Project Specific IPRs, as appropriate.
- 12.3 The Contractor shall waive or procure a waiver of any moral rights in any copyright works assigned to the Authority under the Contractor.
- 12.4 If requested to do so by the Authority, the Contractor shall without charge to the Authority execute all documents and do all such further

acts as the Authority may require to perfect the assignment under Paragraph 12.1 or shall procure that the owner of the Project Specific IPRs does so on the same basis.

- 12.5 The Authority shall grant to the Contractor a licence of the Project Specific IPRs to enable the Contractor to provide the Records Management Software Supply and Support Services.

13. Escrow

- 13.1 The Contractor shall, by no later than 10 Working Days prior to the Operational Services Commencement Date (or such other period as the Authority may require) deposit the Source Code of such part of the Contractor Software and Specially Written Software that consists of Deposited Software in escrow with the NCC Group or other such Escrow agent that may be agreed by the Authority on the basis of the appropriate standard or on such other terms as the Authority, the Contractor and The NCC Group or other approved agent shall agree. The Contractor shall ensure that the deposited version of the Source Code is the current version of the Deposited Software and that the deposited version is kept up-to-date as the Deposited Software is modified or upgraded. The Contractor shall pay the initial storage fees under the escrow and the Authority shall pay the release fees.

- 13.2 In circumstances where the Authority obtains the release of the Source Code from escrow, the Contractor hereby grants to the Authority a perpetual, assignable, royalty-free and non-exclusive licence to Use and support the Source Code version of the Deposited Software to the extent necessary for the receipt of the Services or any Replacement Services or the Authority's normal business undertakings.

14. Authority Data

- 14.1 In addition to the requirements of Conditions 33.1–33.8 (Data Protection Act – Authority Data), the Contractor shall take responsibility for preserving the integrity of Authority Data and preventing the corruption or loss of Authority Data.

15. Contractor's Obligations

- 15.1 In delivering the Records Management Software Supply and Support Services, the Contractor shall at all times:

15.1.1 allocate sufficient resources to provide the Records Management Software Supply and Support Services in accordance with the terms of the Contract; and

15.1.2 obtain, and maintain throughout the term of the Contract, all the consents, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are

necessary to enable the provision of the Records Management Software Supply and Support Services; and

15.1.3 subject to the Authority obtaining a signed confidentiality undertaking for such suppliers, provide to the Authority's other suppliers as are notified to the Contractor periodically, such reasonable co-operation, information (including any Documentation), advice and assistance in connection with the Services to enable any such person to create and maintain technical or organisational interfaces with the Records Management Software Supply and Support Services and, on the ending of the Contract for any reason, to enable the timely transition of the Records Management Software Supply and Support Services (or any of them) to the Successor Contractor; and

15.1.4 provide the Authority with such assistance as the Authority may reasonably require during the term of the Contract in respect of the supply of the Records Management Software Supply and Support Services; and

15.1.5 in respect of network, communications, computer or other equipment provided by the Contractor's third party contractor that do or are required to interface with the Contractor System, the Contractor shall have primary management responsibility for Incident or problem resolution (for the avoidance of doubt, the Contractor shall not be required to act as the first point of call for users, the Authority's existing service desk arrangements shall be used to notify the Contractor of issues with respect to the Records Management Software Supply and Support Services), including:

15.1.5.1 for ensuring that such requirement does not interfere with the provision of the Services in accordance with the Contract; and

15.1.5.2 for taking all necessary steps within its power to ensure that the interface is successfully achieved,

provided that if it is subsequently agreed by the Parties, or determined in accordance with the Dispute Resolution procedure set out in Schedule Seven, that the third party supplier should have been responsible, or partly responsible, for resolving the relevant incident, the Contractor may recover its reasonable additional expenses for resolving the issue to the extent that the third party contractor is agreed or is determined to have been responsible and to the extent that the Authority is able to recover an equivalent amount from the relevant third party contractor.

- 15.2 The Contractor shall ensure that the release of any new Software or upgrade to Software complies with the interface requirements in the Services Description set out as Annex A to this Schedule Twelve and the Contractor shall notify the Authority three months before the release of any new Software or upgrade to Software, and will co-ordinate its activity with the Authority to ensure it minimises any disruption to the Records Management Software Supply and Support Services, the ICT Environment or the Authority's operations.
- 15.3 Any change in the way in which the Contractor provides the Records Management Software Supply and Support Services which would materially increase the Authority's risk or reduce the effect of the governance provisions of the Contract shall be agreed in accordance with the Contract Variation Procedure set out in Schedule Six.

16. Warranties

- 16.1 The Contractor warrants and undertakes for the duration of the Contract that:
- 16.1.1 all personnel used to provide the Records Management Software Supply and Support Services will be vetted in accordance with Conditions 17 (Security) and 18 (Contractor's Staff); and
 - 16.1.2 it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Contractor's obligations under the Contract;
 - 16.1.3 it has and will continue to have all necessary rights in and to the Contractor Software or the Third Party Software and/or the Contractor's Background IPRs, or any other materials made available by the Contractor and/or the Sub-contractors to the Authority necessary to perform the Contractor's obligations under the Contract;
 - 16.1.4 in performing its obligations under the Contract, the Software used by or on behalf of the Contractor will:
 - 16.1.4.1 be currently supported versions of that Software; and
 - 16.1.4.2 perform in all material respects in accordance with its specification,
 - 16.1.5 as at the Effective Date, all statements and representations in the Contractor's response to the Authority's ITT in relation to the Records Management Software Supply and Support Services are to the best of its knowledge, information and belief, true and accurate and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading;

- 16.1.6 the Documentation will contain all necessary information and explanation required for the purpose of executing the Exit Plan and for suitably qualified employees of the Authority or the Successor Contractor to be able to use the Software and receive the Services and to perform services which are the same or similar to the Records Management Software Supply and Support Services on termination or expiry of the Contract; and
- 16.1.7 the Contractor System and assets used in the performance of the Records Management Software Supply and Support Services:
 - 16.1.7.1 will be free of all encumbrances
 - 16.1.7.2 will be Date Compliant; and
 - 16.1.7.3 will be Euro Compliant.
- 16.1.8 it shall at all times comply with Law in carrying out its obligations under the Contract.
- 16.2 Except as expressly stated in the Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law in relation to the Records Management Software Supply and Support Services.
- 16.3 For the avoidance of doubt the fact that any provision within this Schedule Twelve is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Contractor.
- 16.4 The warranties stated in this Paragraph 16 shall not include or extend to:
 - 16.4.1 the unauthorised modification of the Licensed Materials; or
 - 16.4.2 any material breach by the Authority of its obligations under this Schedule 12; or
 - 16.4.3 use of the Licensed Materials for any purpose not set out in this Schedule 12.

17. Termination Rights

- 17.1 Notwithstanding the provisions of Condition 47 (Termination on Default) the Authority may also terminate the provision of the Records Management Software Supply and Support Services where:
 - 17.1.1 the Contractor has failed to achieve a Milestone by its associated Milestone Date, except where such failure was

caused in whole or in part by an Authority Cause, provided that the Parties have first used their reasonable endeavours to seek a resolution to any of the circumstances listed below using the Rectification Process set out in Condition 53 Improvement and Rectification); or

17.1.2 the Contractor has failed to comply with an agreed Correction Plan (except where such failure was caused in whole or in part by an Authority Cause) for either a Milestone or material Service Failure because:

17.1.2.1 the Contractor has not submitted or resubmitted a Correction Plan for approval within the timescales required (or at all); or

17.1.2.2 the Authority acting reasonably does not approve the proposed Correction Plan on the second occasion of seeking approval; or

17.1.3 the Contractor's level of performance with respect to the Records Management Software Supply and Support Services constitutes a Critical Service Failure (i.e. any failure in the provision of the Services that has a critical impact upon the services set out in Schedule One (Service Specification) or this Schedule Twelve); or

17.1.4 there has been a Disaster with respect to the Records Management Software Supply and Support Services and the Contractor has not acted in accordance with its obligations under the Business Continuity and Disaster Recovery Plan which specifically relate to the Records Management Software Supply and Support Services and such failure to act is in itself a material Default or the result of such failure to act has a material adverse impact on the Authority.

18. Consequences of Expiry or Termination

18.1 Notwithstanding the provisions of Condition 50 (Consequences of Termination) following the service of a Termination Notice (for any reason) the Contractor shall continue to be under an obligation to provide the Records Management Software Supply and Support Services to the required Service Levels and to ensure that there is no degradation in the standards of the Services until the date of the termination.

18.2 Upon expiry or termination of the Contract:

18.2.1 subject to Paragraph 18.2.3, all rights in the Third Party Software granted to the Authority shall immediately cease;

18.2.2 subject to Paragraph 18.2.3, the Authority shall cease all activities authorised by this Schedule Twelve relating to the Third Party Software;

18.2.3 on written request by the Authority to the Contractor, the Contractor shall use its reasonable endeavours to procure a licence for the Authority (or its Successor Contractor) to any Third Party Software necessary to operate the Database and Licensed Materials upon materially equivalent licence terms as such Third Party Software is licensed to the Contractor as at the date of termination of this Contract. For the avoidance of doubt, the Authority (or its Successor Contractor) will enter in to any such licence for Third Party Software directly with the relevant third party and shall be responsible for all obligations thereunder (including, but not limited to, the payment of all fees or charges to such third party) and shall hold the Contractor harmless in this respect.

18.2.4 the Contractor agrees to provide the Authority with a copy of the Authority Data held in the Database as at the date of expiry or termination, in the same format as it is set out within the Database.

19. Exit Management

19.1 The Authority and the Contractor shall comply with the Exit Management requirements set out in Schedule Eleven (Exit Management) and any current Exit Management Plan.

19.2 Notwithstanding the provisions of Schedule Eleven (Exit Management), unless the Authority requires otherwise, during the time between service of a notice of termination of the Contract (or part thereof) and the termination of the Contract (or part thereof), the Contractor shall take all steps, which are necessary and consistent with its continuing obligations, to mitigate any losses, costs, liabilities and expenses which the Contractor may incur as a result of the termination, including:

19.2.1 the cancellation of all capital and recurring cost commitments in connection with the Implementation Plan and/or the provision of the Records Management Software Supply and Support Services on the most cost-effective terms;

19.2.2 terminate all relevant contracts or the relevant parts of relevant contracts with its sub-contractors in connection with the provision of Records Management Software Supply and Support Services on the most favourable terms as can be achieved in the particular circumstances, having first ascertained from the Authority whether such contracts are required to be transferred to the Authority or its Successor Contractor;

19.2.3 reduce labour costs by the redeployment or release of

Contractor Personnel other than Key Personnel to the extent possible in the circumstances; and

19.2.4 apply any insurance monies available to the reduction of any unavoidable costs remaining in respect of the required actions in Paragraphs 19.2.1 to 19.2.3 (inclusive).

- 19.3 If the cost of any Contractor Equipment which is used solely and exclusively by the Contractor in the delivery of the Record Management Software Supply and Support Services have not been fully paid for through Milestone payments or otherwise amortised at the time of expiry or termination of the Contract, the Authority shall pay the Contractor the Net Book Value of any such Contractor Equipment that the Authority elects to have transferred to it in accordance with Schedule Eleven (Exit Management).
- 19.4 If the Contractor does not fulfil its obligations in accordance with Paragraph 19.2, the Authority shall not pay any sums in excess of those which the Authority would have paid had such action been taken.

Annex A to Schedule Twelve:**Service Description for the Records Management Software Supply and Support Services****1. Summary of Requirement**

- 1.1 As part of the records management service, the Authority requires an electronic Records Management System in order to properly manage, track and account for its externally stored Records.
- 1.2 Accordingly, in addition to the Record Management Services specified in Schedule One (Service Specification), the Contractor is required to provide Records Management Software Supply and Support Services.
- 1.3 Accordingly the Contractor is required to provide a browser based software application (the “Records Management System” or “RMS”) in order to:
 - 1.3.1 track the location of each Record (or part thereof) so that both the Authority and the Contractor can efficiently manage the Services as set out in Schedule One (Service Specification); and
 - 1.3.2 provide the functionality to replace the Authority’s existing file tracking system (“FTS”); and
 - 1.3.3 allow the tracking of records across the Authority estate; and
 - 1.3.4 support the Authority in managing its Records; and
 - 1.3.5 support the Authority’s activities with respect to the processing of applications (and such other activities as are associated with such) made by foreign nationals seeking to enter and remain in the UK.
- 1.4 In order to meet the Authority’s requirements as set out in Paragraph 1.3 above, the Contractor shall design, develop and implement an electronic records management system software application that shall be installed and supported by the Contractor and made available to the Authority’s staff via a web browser interface. This RMS will replace the Authority’s legacy system (currently operating within the Authority’s domain) and shall be fully compatible with the Authority’s existing electronic barcode scanning equipment.
- 1.5 Implementation of the RMS software solution shall include:
 - 1.5.1 the development and configuration of the application; and
 - 1.5.2 the provision of testing and application user acceptance environments for the application; and

- 1.5.3 the installation of the application; and
 - 1.5.4 the ongoing maintenance, administration and support of the application; and
 - 1.5.5 the migration of existing data from the outgoing provider's records management application and the Authority's file tracking system; and
 - 1.5.6 data cleansing and assurance activity to ensure the integrity of the Authority's Record holding and any data associated with such; and
 - 1.5.7 the creation of relationships (to supersede the current method of grouping records with white tape or blue tape) between Records within the database; and
 - 1.5.8 support of the RMS software; and
 - 1.5.9 the management and tracking of the bulk transfer of Records from the outgoing provider's premises and the Authority's premises at Beddington Cross; and
 - 1.5.10 RMS training for the Authority's staff; and
 - 1.5.11 the provision of an RMS help desk service.
- 1.6 Given that the critical role of the RMS Application with respect to the Authority's Records management strategy, the Authority shall not consent to the commencement of any of the Services specified in Schedule One (Service Specification) until such time as it has satisfied itself that the RMS application has been successfully designed, developed, installed, configured, tested and that the RMS meets its requirements and is fully operational.
- 1.7 For the avoidance of doubt, all data to be stored on the RMS system hosted by the Contractor is and shall remain the exclusive property of the Authority.

2. The Authority's Requirement with respect to the RMS Application

2.1 As a minimum the Authority requires that the RMS shall:

- 2.1.1 deliver at least the level of functionality provided by the Authority's legacy FTS; and
- 2.1.2 provide the ability to manage the Authority's existing Record holding; and
- 2.1.3 extend RMS functionality to those of the Authority's staff that have previously been unable to access FTS due to system capacity constraints; and
- 2.1.4 support staff training in the use of the system used; and
- 2.1.5 eliminate the constraints presented by location codes; and
- 2.1.6 support the Authority's policies with respect to the future of notional subs; and
- 2.1.7 provide the ability to track Records on a real time basis; and
- 2.1.8 support the principles of continuous improvement with respect to the processes and practices associated with the management of the Authority's Record holding and the Services set out in Schedule One (Service Specification) the provision of relevant, timely and accurate Management Information; and
- 2.1.9 securely store information regarding the Authority's records; and
- 2.1.10 support the systematic management of the lifecycle of the Authority's Records; and
- 2.1.11 support new business initiatives and working practices; and
- 2.1.12 be sufficiently flexible to adapt to business change; and
- 2.1.13 support an initial data take on of 100% of Existing Records at the Operational Service Commencement Date; and
- 2.1.14 support a rate of increase of 7% of New Records per year; and
- 2.1.15 support up to 25,000 registered system users, and 3,000 concurrent system users; and
- 2.1.16 support a workload by the Authority of 30 record Creations events per minute and 40 Record movement events per minute; and

2.1.17 be scalable to support the Services over the Term of the Contract; and

2.1.18 be subject to planned down-time only outwith Core Hours.

3. Functional and Non-functional Requirements

3.1 The Authority's requirement with respect to the RMS is comprised of both functional and non-functional requirements.

3.1.1 The functional requirements ("FR") are the core user functional requirements that the RMS application is required to support with respect to the creation, tracking and management of the Authority's Records (e.g. Record retrieval requests, Record receipt and storage, Record transfers and Record destruction activities etc.). For the avoidance of doubt the functional requirements do not include the requirements necessary for the Contractor to efficiently manage the Authority's Records (e.g. the in-store location tracking of Records to support efficient Record storage and retrieval activities).

3.1.2 The non-functional requirements ("NFR") represent requirements that are required in the delivery of the RMS application to ensure that it is sufficiently robust with respect to its infrastructure and such activities as associated with backup, security, system availability, data access and metadata.

4. The Functional Requirements

4.1 The Authority's legacy file tracking system is currently used to create a record that registers the physical Record within the application, tracks its location within the Authority (including when sent into storage). All of the existing FTS functionality is required within the RMS application.

4.2 The RMS application shall replace the Authority's legacy FTS and provide additional functionality to support improved business processes. The primary function of the RMS application is to support the Authority's processes with respect to the processing of applications made by foreign nationals seeking to enter and remain in the UK. In managing the Records created by such processes the RMS application shall support the 'cradle to grave' lifecycle of such Records.

4.3 The RMS application shall have the capability to:

4.3.1 create various types of Records, as a minimum these shall include:

- 4.3.1.1 IMP (immigration personal) Records, for the purposes of clarity approximately 88% of the Authority's Records are IMP Records; and
- 4.3.1.2 IMG (immigration general) Records that relate to policies, rules and interpretations; and
- 4.3.1.3 IMO (immigration organisation) Records relating to organisations, accommodation, equipment, staffing and projects;
- 4.3.1.4 The Authority may from time to time require the creation of additional Record types with different attributes and rules of creation to those outlined above.
- 4.3.2 create database entries regarding the Authority's Records; and
- 4.3.3 utilise bar-code scanning technology to capture Record bar-codes; and
- 4.3.4 create Record sub-files utilising attribute data cloned from the principal Record or the previous Record sub-file; and
- 4.3.5 prevent all other users from gaining access to the location and history of movement details of all Records classified as restricted or above by a general registry user; and
- 4.3.6 create a range of item types; and
- 4.3.7 request Records and set the target delivery time as:
 - 4.3.7.1 Standard (to be delivered within 48 hours of the Authority's request); or
 - 4.3.7.2 Priority (to be delivered within 24 hours of the Authority's request); or
 - 4.3.7.3 Bulk (for 50 or more Records to be delivered within such timescales as shall be agreed with the Authority); and
- 4.3.8 run management information reports with respect to Record requests (including details of the location of such requested records) made by the Authority; and
- 4.3.9 allow the Contractor's (or the outgoing provider's) staff to provide feedback the Authority with respect to any issues regarding the availability of requested Records; and
- 4.3.10 create pro-forma documentation (and configure the information shown on such pro-forma documentation) for attachment to those of the Authority's Records as are being

dispatched for delivery to the Authority by the Contractor;
and

4.3.11 receive or dispatch records without the use of a bar-code reading equipment (utilising such methods of registration and/or look-up validation etc. as shall minimise the incidence of keying errors etc.); and

4.3.12 search and report on Records received, requested and dispatched; and

4.3.13 request CRS Records. In doing so the RMS application shall provide the facility for users to enter the relevant CRS number(s) and details of the box that any such are stored in as well as details with regards to the applicant's:

4.3.13.1 name; and

4.3.13.2 date of birth; and

4.3.13.3 nationality; and

4.3.13.4 Record number; and

4.3.13.5 any relevant notes

such that the RMS application is able to create a new CRS Record (of record type CRS) to facilitate the Contractor's retrieval and scanning activities with regards to such; and

4.3.14 register the status of Records and items that have been bar-code scanned as being checked into storage by the Contractor as "Received"; and

4.3.15 run Record searches against its database, allowing the Authority to search for Records (and where required any related Records) and receive results that include (as a minimum) the status and location of each such Record; and

4.3.16 create or delete Record relationships; and

4.3.17 amalgamate Records; and

4.3.18 rename Records; and

4.3.19 support the Authority's Record review and destruction process by providing functionality to:

4.3.19.1 register intended destruction dates for individual Records; and

4.3.19.2 apply intended Record destruction dates (based upon a predefined set of rules) at the point of record creation;

and

- 4.3.19.3 support the audit of Record destruction dates (and where Record destruction dates are missing, insert the intended destruction date based upon a predefined set of rules); and
- 4.3.19.4 modify intended Record destruction dates based upon a predefined set of rules; and
- 4.3.19.5 generate reports (by date variable) of intended Record destruction dates; and
- 4.3.19.6 record any Record pre-destruction notices issued by the Contractor; and
- 4.3.19.7 record any Record destruction certificates issued by the Contractor, set the status of such Records to “Destroyed” and support (where applicable) the deletion of any scanned files attached to such Records; and
- 4.3.20 generate comprehensive user reports to support the daily business activity, identify trends and facilitate process improvement activities including (but not limited to):
 - 4.3.20.1 total number of Records by type; and
 - 4.3.20.2 total number of Records by location; and
 - 4.3.20.3 total number of Records by type and date; and
 - 4.3.20.4 Record requisitions by location; and
 - 4.3.20.5 Record requisitions by location group; and
 - 4.3.20.6 Record activities by type (e.g. creation, dispatch and receipt etc.); and
 - 4.3.20.7 Record activity by cost and cost centre; and
 - 4.3.20.8 status of Records being transferred; and
 - 4.3.20.9 such other types of report as the Authority may from time to time reasonably require.
- 4.3.21 functionality to support:
 - 4.3.21.1 the creation of IMG or IMO Records; and
 - 4.3.21.2 the maintenance of, and reference to, a subject list for record naming in the creation process; and
 - 4.3.21.3 the addition of Record based subjects to individual

Records to facilitate keyword searching; and

- 4.3.21.4 text searching for records using wild cards within the title field; and
- 4.3.21.5 subject matter based Record searching; and
- 4.3.21.6 user access rights (the Authority requires the ability to configure user profiles to provide it with full control of the functionality associated with each such profile, including the creation of (and access to) Records (by type), sub files, items, requests, retrieval requests, Record dispatch and receipt and the creation and removal of relationships, amalgamations, renamed Records and the maintenance of general registry subject lists; and
- 4.3.22 functionality to support the management and issue of location codes to the Authority's business units; and
- 4.3.23 support changes imposed by any restructuring of the Authority's business unit; and
- 4.3.24 support the tracking of records using the bar-codes currently in use by the Authority. (These include bar codes used on records and those used for locations); and
- 4.3.25 generate a Pro-forma for the dispatch of Records. Such pro-forma to include details of the Record requestor and required delivery location; and
- 4.3.26 record Authority scanning requests. In doing so the RMS application will be required to record both the scanning request and a description of the scanning requirement; and
- 4.3.27 attach the scanned image files to Records for viewing via the RMS application; and
- 4.3.28 provide effective version control mechanisms to support the effective management of Records where they are added to or updated; and
- 4.3.29 create a new CRS Record to which the scanned image of that CRS Record can be attached, and a relationship to the box record from which that CRS Record was retrieved established; and
- 4.3.30 enable the Authority to identify records registered as notional sub-files and flag them accordingly.

4.4 Non-functional Requirements

4.4.1 Service Level Requirements. The Service Level requirements for the RMS application are set out in Appendix A of Annex A to this Schedule Twelve.

4.4.2 Secure Hosting Service. The Contractor shall provide a secure hosting service for all aspects of the RMS application, and shall be responsible for all aspects of achieving and maintaining security accreditation (to HMG government standards) for the secure hosting service and its associated communications links.

4.4.3 General Requirements.

4.4.3.1 The Contractor shall deliver a single RMS application capable of storing all of the Authority's UKBA records, of tracking the physical location of the Authority's Records within UKBA, of managing the physical location of such Records within the Contractor's store and of storing all images resulting from Authority requests.

4.4.3.2 The RMS Application shall be required to function correctly throughout the Authority's communications infrastructure and be accessible at all of the Authority's physical locations and to all registered users.

4.4.3.3 The RMS application shall conform to the evolving UKBA network and other technologies infrastructure operating in each user location, with no limitations on functionality imposed by location.

4.4.3.4 The RMS Application shall support the Authority's mobile and remote access users (including but not limited to laptop users).

4.4.3.5 The Contractor shall provide the Authority's data analysis team with a full export of all RMS application data on a weekly basis.

4.4.3.6 The RMS Application shall have the ability for printing to standard windows printers and to restrict printing to certain user groups.

4.4.3.7 The RMS Application shall support the ability to back-up all data (including configuration data) without requiring any down-time.

4.4.3.8 The RMS Application shall support the ability to backup up all data (including configuration data) at least once in a 24 hour period.

- 4.4.3.9 The RMS Application shall support the indefinite retention of electronic records and, where appropriate, the capability to mark certain Records as 'dormant'.

4.4.4 Security Requirements.

- 4.4.4.1 The Contractor shall ensure that it has a rigorous security regime in place so that access to and use of the RMS application and its data is tightly controlled and conforms with the appropriate Security and Data Protection Policies.
- 4.4.4.2 The RMS Application shall not allow a user to be logged on more than once simultaneously.
- 4.4.4.3 The RMS Application shall provide an automatic log-off facility that takes effect after a (system administrator defined) period of inactivity. The Contractor shall take such actions as are necessary to ensure that the operation of such automatic log-off facility shall not have any negative impact upon the integrity of the RMS application, and to ensure that any Records in the process of being created by a user are automatically saved in draft copy when such automatic log-off facility is activated.
- 4.4.4.4 The Contractor shall, upon request, provide the Authority with such information as it may require with respect to the information security standards that apply to the RMS application and its associated services (including whether they are conform to ISO27001 or other HMG standards).
- 4.4.4.5 The Contractor shall ensure that the RMS data store and associated services are accredited to HMG CONFIDENTIAL (IL4).
- 4.4.4.6 The Contractor shall ensure that the design and implementation of the RMS data store is accredited to CONFIDENTIAL (IL4) and supports access from Authority IT environments accredited to RESTRICTED (IL3).
- 4.4.4.7 The Contractor shall provide for regular IT Health Check testing to CESG CHECK standards, and shall make the results of such Health Checks available to the Authority for all components of the RMS application.
- 4.4.4.8 The RMS Application shall support user authentication and authorisation and shall limit access to pre-defined named users each with a secure password.

- 4.4.4.9 The RMS Application shall support authentication and authorisation for non-user access (e.g. for access via web services or other system to system interfaces).
- 4.4.4.10 The RMS Application shall provide an authentication and authorisation mechanism, and be capable of working simultaneously work with 3rd party single sign on (SSO) solutions operated by the outgoing provider.
- 4.4.4.11 The RMS Application shall provide an authentication and authorisation mechanism to limit the access to use specific RMS functionality to identified users and roles, including the ability to limit or grant the ability to use RMS functions to specific groups of users (e.g. teams, projects or departments).
- 4.4.4.12 The Contractor shall ensure that the RMS application conforms with the HMG Cabinet Office Security Policy Framework (SPF).
- 4.4.4.13 The Contractor shall be responsible for the preparation of the Risk Management and Accreditation Documentation Set (RMADS) for the RMS Application (and any other associated systems utilised in the delivery of the Records Management Software Supply and Support Services), including any related Security Policies and Security Operating Procedures.
- 4.4.4.14 The Contractor shall upon request provide the Authority with details of its approach to developing RMS Security Policies in order to ensure that:
 - (a) all actions by computer systems or individuals using computer systems conform with legal requirements; and
 - (b) only authorised persons are allowed access to the computer systems and that such access is limited to their roles; and
 - (c) security can be controlled down to individual field level; and
 - (d) unauthorised access to the RMS Application is prevented; and
 - (e) each on-line user has a unique and verified identity and that all transactions are attributable to the individual instigating that transaction; and
 - (f) individual users are responsible for their interaction with the RMS Application and that

such actions are recorded and monitored; and

- (g) security procedures and controls are installed, managed and maintained effectively both within the software solution itself and the environment in which it operates; and
- (h) implementation of the policy must also provide accurate and adequate monitoring and reporting procedures; and
- (i) data is kept secure during processing, transmission and storage; and
- (j) the Contractor assesses and manages the risk of a compromise to the confidentiality, integrity and availability of information to the appropriate business impact level defined by HMG Information Security (InfoSec) Standard No. 1 (IS1); and
- (k) the Contractor shall manage the risk of compromise to the confidentiality, integrity and availability of information by implementing information assurance processes and solutions that adhere to HMG Information Security (InfoSec) Standards 2 through 6; and
- (l) the RMS Application shall be accreditable to HMG Information Security (Infosec) Standard 2 (IS2); and
- (m) the RMS Application shall comply with the HMG Standard of Protective Marking; including the new PROTECT marking introduced by the Cabinet Office in 2007; and
- (n) the RMS Application shall have the capability to restrict certain user groups from saving files to any type of media including but not limited to Hard Drives, Networked Drives, USB connected devices and CDs/DVDs.

4.4.5 RMS Accessibility.

4.4.5.1 The RMS Application shall contain accessibility features to make it available to as wide as possible a user base, and the Contractor shall provide information with respect to:

- (a) supported accessibility tools; and

- (b) supported accessibility standards (such as the Web Accessibility Initiative (WAI) or the "See it Right" Royal National Institute of Blind People (RNIB) checklist).

4.4.5.2 Web pages must conform to priority 1 of the Web Accessibility Initiative Triple-A accessibility guidelines; and

4.4.5.3 Web pages should conform to priority 2 of the Web Accessibility Initiative Triple-A accessibility guidelines; and

4.4.5.4 Web pages could conform to priority 3 of the Web Accessibility Initiative Triple-A accessibility guidelines.

4.4.6 Disaster Recovery.

4.4.6.1 The Contractor shall specify how transactional integrity (including rollback) is achieved for all operational eventualities (especially disaster recovery); and

4.4.6.2 The Contractor shall develop a disaster recovery plan in conjunction with the Authority and its other IT suppliers, and ensure that their disaster recovery plans are integrated with the disaster recovery plans of the Authority and its other IT suppliers; and

4.4.6.3 The Contractor shall fully document all disaster recovery plans and procedures, and keep all plans and procedures up-to-date with any changes to the RMS or services for the duration of the Contract; and

4.4.6.4 The Contractor shall periodically test its disaster recovery plans in such a manner as to prove the effectiveness of the disaster recovery plans and procedures and to identify any changes required to such; and

4.4.6.5 The Contractor shall take such actions as are necessary to ensure that in the event of a disaster that the RMS application can be restored onto spare infrastructure with:

- (a) a recovery point objective (RPO) of 15 minutes; and
- (b) a recovery time objective (RTO) of 24 hours,

following recovery, the Contractor shall take such actions as are necessary to ensure that the recovered RMS does not suffer any functional or performance restrictions

compared to the normal production service.

4.4.7 Support.

- 4.4.7.1 The Contractor shall provide development, testing and training environments, separate to the production RMS environment, necessary for all implementation and ongoing support activities; and
- 4.4.7.2 The RMS application shall be scalable so as to allow small-scale instances of the RMS to be created for:
 - (a) development environments; and
 - (b) testing environments; and
 - (c) training environments; and
- 4.4.7.3 The Contractor shall be responsible for support and maintenance of all RMS environments during implementation and in live operation; and
- 4.4.7.4 The Contractor shall be required to confirm that they will provide software support & maintenance services during the warranty period and thereafter, including, but not limited to the following:
 - (a) on and off site support Help desk facilities for fault logging & user difficulties; and
 - (b) delivery of software patches and fixes; and
 - (c) resolution of application faults in accordance with an Service Management Target (SMT); and
 - (d) configuration changes as required.
- 4.4.7.5 Standard arrangements for Lines of support within the Authority require the Contractors Support services to interact with the Authority's 1st, 2nd and 3rd lines of support and the other constraints as described below:
 - (a) First Line support is provided by the IT Environment providers' service desk.
- 4.4.7.6 Central management of software - the solution should provide at a minimum the following:
 - (a) Centralised software changes; and
 - (b) Centralised software upgrades; and
 - (c) Centralised configuration changes; and

- (d) Exception reporting of software errors; and
- (e) Performance reporting of software; and
- (f) Central administration of coding standards; and
- (g) Prevention of unauthorised changes to the software configuration.

4.4.7.7 All of the Contractor's staff requiring access to the Authorities data centres or other infrastructure shall be security cleared up to SC level.

4.4.8 Interfaces.

4.4.8.1 The RMS application shall comply with the World Wide Web Consortium (W3G) web standards for Simple Object Access Protocol (SOAP).

4.4.8.2 The RMS shall comply with the following standards:

- (a) World Wide Web Consortium (W3G) web standards for Simple Object Access Protocol (SOAP); and
- (b) XML; and
- (c) WSDL; and
- (d) WS-Security; and
- (e) WS-StandardProfile; and
- (f) Oracle ESB standards for web services; and
- (g) Exchange data as corporate data model-compliant objects.

4.4.8.3 The RMS shall provide an API or equivalent tools to support the bulk upload of data.

4.4.8.4 Ability to source and link external database information via web services.

4.4.8.5 The RMS shall include interfaces to the following applications:

- (a) any other Contractor system required to deliver the Services; and
- (b) the Authority's data warehouse system.

4.4.9 Auditing.

- 4.4.9.1 The RMS application shall have the ability to associate each user ID with a specific individual.
- 4.4.9.2 The RMS Application shall record for all operations performed on the RMS and retrieve / view audit information using search criteria based on:
- (a) user ID / RMS software ID; and
 - (b) date/time; and
 - (c) terminal ID (for user – ID operations); and
 - (d) Record ID; and
 - (e) location; and
 - (f) type of Record; and
 - (g) type of operation; and
 - (h) time period; or
 - (i) any combination of the above.
- 4.4.9.3 The Contractor shall provide audit trail functionality in all RMS systems and services. The following features, as a minimum, are required:
- (a) for all attempted access (for example including but not limited to RMS Software, workspaces & documents) it must record details such as – time, user identity, terminal, location, records accessed and transaction type; and
 - (b) audit trail data shall be made available to authorised staff; and
 - (c) it must record amendments received from other systems in such a way that the amendment can be attributed to the other systems; and
 - (d) it must record changes to individual user access rights and the identity details associated with each change; and
 - (e) audit trail contents must not be amendable; and
 - (f) where database management tools are used to alter data, this must be monitored; and
 - (g) audit trail data must be retained for an extended period of time; and

- (h) audit trail data must be protected against corruption or loss; and
- (i) the Agency must have control over when to turn the audit trail on and off; and
- (j) a facility must exist to interrogate the audit trail; and
- (k) comprehensive audit trail reports should be available; and
- (l) the RMS application shall provide comprehensive and flexible audit trail reports capable of reporting on all audit data.

4.4.10 Data Migration Service.

4.4.10.1 The Contractor shall work with the Authority to provide a data migration service for the migration of all existing data from the Authority's legacy file tracking system to the RMS application.

4.4.10.2 The Contractor shall be responsible for:

- (a) completing the data migration by no later than a date which is agreed between the Parties during the Planning Period;
- (b) maintaining the integrity of the Authority's data before, during and after the data migration; and
- (c) maintaining the security of the Authority's data (including where necessary the provision of such secure IT environments as may be necessary to support the data migration; and
- (d) the extraction of all data from existing applications; and
- (e) the transformation and cleansing of all data that requires amendment or modification in order to comply with the requirements of the RMS application (including the disaggregation of any aggregated groups of Records); and
- (f) the application of such transformation rules as the Authority may from time to time provide;
- (g) the loading of data into the RMS Application (ensuring always that the Authority's data validation rules are adhered to); and

- (h) verifying and assuring that the Authority's data has been successfully migrated into the RMS application; and

4.4.10.3 The Contractor shall, by no later than the date which is agreed between the parties during the Planning Period, provide the Authority with a detailed draft data migration plan for the Authority's approval (such approval not to be unreasonably withheld or delayed) setting out the activities (including their associated dependencies and timescales, as well as details of activity required from the Authority) required to successfully migrate the Authority's data into the RMS application.

4.4.10.4 During the delivery of the data migration service the Contractor shall:

- (a) project manage the data migration; and
- (b) provide the Authority with a detailed design document that sets out the database schema mappings from the existing applications to the RMS application and the Authority's corporate data model (CDM);
- (c) develop all interfaces and data conversion or manipulation software necessary to support the data migration; and
- (d) provide timely and regular status reports on the progress of the data migration; and
- (e) upon completion of the data migration, provide the Authority with a detailed data migration completion report setting out details of all Records that have been migrated from the Authority's legacy FTS to the RMS application.

4.4.11 Training Service.

4.4.11.1 The Contractor is required to provide a range of RMS Application training services for Authority users as follows:

- (a) Super user training: for users that will be performing application administration and configuration tasks relating to the maintenance of the user base and system configuration (e.g. creation and deletion activities and the modification of user roles permissions and

profiles). The Authority shall require the Contractor to provide training for a maximum of ten super users; and

- (b) Administrators: these users shall primarily consist of the staff from the Authority's file creation unit staff members. These users are responsible for creation of records, indexing records, setting record almanac dates, creation of parent child relationships, creation of other relationships, removal of relationships, requesting records, dispatching records, searching and creation of reports. The Authority shall require the Contractor to provide training for a maximum of two hundred administrators; and
- (c) Information Advisors: these users are responsible for the provision of information, advice and guidance to those staff engaged in the delivery of the Authority's routine operational activities (e.g. the requesting of records, dispatching records, running daily reports, refusing and searching for records etc.). The Authority shall require the Contractor to provide training for a maximum of three hundred information advisors; and
- (d) General Registry Users: these users carry out the following tasks:
 - (i) the creation of personal Records with a security classification; and
 - (ii) the creation of IMG and IMO Records; and
 - (iii) the provision of search and retrieval services utilising the theme scheme, the Authority shall require the Contractor to provide training for a maximum of thirteen general registry users.

4.4.11.2 Table 1 below summarises the training services that the Contractor shall provide.

Table 1

User Type	Training Type	Authority Staff to be Trained
Super User Training	Classroom	10

Administrator Training	Classroom	200
Information Advisor Training	Classroom (Train the Trainer)	300
General Registry User Training	Classroom	13
All Users	Provision of Computer Based Training (E-Learning)	up to 4,500
All Users	Any other approach to training which will deliver business benefit to the Agency	up to 4,500

4.4.12 Infrastructure Compatibility.

4.4.12.1 The Contractor shall take such actions as are required to ensure that the RMS application shall function on the Authority's base desktop and laptop environments as detailed in Table 2 below:

Table 2

Component	Platform 1	Platform 2
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

4.4.12.2 For the avoidance of doubt, the Contractor should note that the content of Table 2 above may change as the Authority implements its IT refresh programme. Such a refresh could involve the deployment of updated software (e.g. Microsoft Vista, Office 2007, IE8) to the Authority's staff. Accordingly, with respect to the Authority's implementation of such, the Contractor shall take such actions as are necessary to ensure that its RMS application is compatible with any such future upgrades (including any upgrades to its IT systems or

platforms). In doing so the Contractor shall:

- (a) Clearly identify those versions of such software that are supported by the RMS application (e.g. Office 2002 – Office 2007); and
- (b) Inform the Authority of the dates (if any) by which support for older software (e.g. Office 2002) may be withdrawn; and
- (c) Identify any potential incompatibilities with the software described above, and
- (d) provide the Authority with information about any potential compatibility issues with respect to web-browser-settings or plug-ins (given that the Authority's web browser settings are set to a high security level).

4.4.12.3 Any future RMS application modules (released by the Contractor as part of application improvement), shall be made available to the Authority.

4.4.13 User Interface.

4.4.13.1 The RMS application shall include the capability for an administrator to configure the appearance of the site to be consistent with the UKBA brand.

4.4.13.2 The RMS should have the ability to tailor the menu options presented to a user controlling the operations they are permitted to carry out.

4.4.13.3 The RMS application shall have the capability to utilise quick data capture technologies (e.g. bar-code readers) so as to reduce the incidence of error associated with manual data keying etc.

4.4.13.4 The RMS application shall have the capability to provide users with a range of selection facilities such as drop down lists for entering values taken from defined sets of data:

- (a) allowing the modification of the pre-defined selection made available where data already present limits the allowable options; and
- (b) allowing, where appropriate, the entry of data values which are not presented.

4.4.13.5 The RMS application shall have the capability to provide information to users summarising the reasons why a

function or operation is not permitted by the RMS application.

4.4.13.6 The RMS application interface shall be consistent, clear and unambiguous across all screens, modules and on-line help. The RMS application shall include:

- (a) a graphical user interface; and
- (b) a consistent screen layout; and
- (c) the consistent use of field names;
- (d) the ability to require the mandatory completion of certain fields; and
- (e) the consistent use of colour in support of a 'user-friendly' approach; and
- (f) the provision of on-line, context sensitive help appropriate to the level of the user; and
- (g) the use of consistent data input and update methods; and
- (h) the use of command structures that are both standardised and consistent; and

4.4.13.7 In addition to the functionality detailed above, the RMS application shall have the capability to accommodate a range of users, and accordingly shall include the following:

- (a) menus which are easily comprehensible for both experienced and inexperienced users; and
- (b) menu options which are specific to particular users or group of users; and
- (c) menu navigation short-cuts; and
- (d) the capability to support multiple simultaneously open windows; and
- (e) the facility to add new reports to the menus or report pick-lists; and
- (f) keyboard operations that require the minimum of keystrokes; and
- (g) a user interface that meets all eGIF requirements.

4.4.14 Standards.

- 4.4.14.1 The RMS application shall comply with HMG Standards with respect to electronic records management (e.g. the retention, review, archiving and destruction of Records).
- 4.4.14.2 The RMS application shall comply with e-government data and exchange standards (e-gif).
- 4.4.14.3 The RMS application shall comply with GovTalk government data standards.
- 4.4.14.4 The RMS application shall be compliant with the requirements of the Data Protection Act 1998.
- 4.4.14.5 The RMS application shall be compliant with the requirements of the Disability Discrimination Act 2005.
- 4.4.14.6 The RMS application shall be compliant with the requirements of the Freedom of Information Act 2000.

4.4.15 Integration.

- 4.4.15.1 The Contractor shall provide information with respect to the capability of the RMS application to integrate with specific applications (and/or any interfaces supported). This shall include specific information regarding:
 - (a) 'out of the box' integration; and
 - (b) report generating tools; and
 - (c) interfaces to or from named applications (e.g. Microsoft Exchange); and
 - (d) generic information regarding which file types etc. are supported for the development of interfaces (e.g. CSV files, XML, ftp and messaging technologies (including security considerations such as sftp or encryption)).
- 4.4.15.2 The Contractor shall provide details of all web services or other system interfaces, as required by the Authority's IT Environment document. In doing so the Contractor shall clearly indicate which system functions are supported through these system interfaces, and shall highlight any elements of the RMS application functionality that are only available through user interfaces.
- 4.4.15.3 The RMS application shall have the capability to interface with a document scanning solution.

Appendix A to Annex A of Schedule Twelve: Service Levels, Service Credits and Delay Payments

1. Service Levels

1.1 The Contractor shall provide the Records Management Software Supply and Support Services to meet or exceed the Service Levels from the Operational Service Commencement Date.

1.1.1 If there is a Service Failure the Contractor shall notify the Authority promptly of the Service Failure and shall

1.1.1.1 provide the Authority with a Correction Plan of the action that it will take to rectify the Service Failure;

1.1.1.2 take all remedial action that is reasonable to rectify or to prevent the Service Failure from taking place or recurring; and

1.1.1.3 carry out the Correction Plan agreed under paragraph 1.1.1.1.

1.2 Subject to the annual Service Credit limit in Paragraph 1.3 below, where applicable the Contractor shall automatically credit the Authority with Service Credits (as calculated in accordance with the provisions of Appendix A to Annex A of this Schedule Twelve). Service Credits shall be shown as a deduction from the amount due from the Authority to the Contractor in the next invoice then due to be issued under the Contract. If no invoice is due to be issued then the Contractor shall issue a credit note against the previous invoice and the amount for the Service Credits shall be repayable by the Contractor as a debt within 10 Working Days of issue.

1.2.1 Where Service Credits are provided as a remedy for Service Failure in respect of the relevant Services it shall be the Authority's exclusive financial remedy except where:

1.2.1.1 the aggregate number of Severity 1 and Severity 2 Incidents which have not been resolved within the required time (as set out in the Table 1 below) which constitute Service Failures (whether or not the Service Failure relates to the same or to different parts of the Services) exceeds four over a period of three consecutive months; or

1.2.1.2 the aggregate number of Severity 3 and Severity 4 Incidents which have not been resolved within the required time (as set out in the Table 1 below) which constitute Service Failures (whether or not the Service Failure relates to the same or to different parts of the Services) exceeds eight over a period of three

consecutive months; or

1.2.1.3 the Service Failure results in the corruption or loss of data; or

1.2.1.4 the Authority is entitled to terminate the Contract pursuant to Condition 47 (Termination on Default).

1.2.2 The mechanism for the calculation of Service Credits is set out in Paragraph 4 below of this Schedule Twelve.

1.3 The aggregate value of any Service Credits payments payable to the Authority by the Contractor in any given Year (as measured from the anniversary of the Operational Services Commencement Date) shall not exceed 20% of the aggregate Charges for that Year (as set out in the Table of Charges given at Annex A to Schedule Three (Charges and Payment)) for:

1.3.1 Electronic records management System software licence (Enterprise) (Item 25 – IT –RMS);

1.3.2 Electronic records managements system software maintenance (Item 39 – IT – RMS);

1.3.3 Electronic records management system software system software administrations and helpdesk support (Item 40 – IT – RMS); and

1.3.4 Contractor to Authority Communications Links (Service Cost) (Item 48 - IT – RMS)

1.4 The Authority and the Contractor shall review the Service Levels every three months throughout the term of the Contract. Any changes to the Service Levels shall be conducted in accordance with the Contract Variation Procedure set out at Schedule Six (Contract Variation Procedure).

1.4.1 Upon provision of three Months' written notice the Authority may change the Service Credits applicable to a Service Level provided that:

1.4.1.1 the principal purpose of this change is to reflect changes in the Authority's business requirements and priorities, or to reflect changing industry standards; and

1.4.1.2 the change is not specifically intended to penalise the Contractor for poor performance in relation to any particular Service Levels; and

1.4.1.3 there is no increase in the total value of Service Credits potentially payable.

- 1.5 Where the Contractor is unable to provide the Operational Services, or would have provided the Operational Services in accordance with the Service Levels and/or this Schedule Twelve but has failed to do so as a result of an Authority Cause the Contractor will have the rights and relief set out in Paragraph 1.6.1.
- 1.6 Where the Contractor has failed to provide the Records Management Software Supply and Support Services in accordance with the Service Levels and/or the Contract as a direct result of an Authority Cause the Contractor shall:
- 1.6.1 With respect to that specific failure, be treated as if it had achieved the relevant Service Level (to the extent that the Service Failure is due to any Authority Cause), and not be required to make any Service Credit payments to the Authority; and
 - 1.6.2 not be treated as being in breach of the Contract to the extent that non-performance or breach is due to any Authority Cause; and
 - 1.6.3 be entitled to the Charges for the relevant Records Management Software Supply and Support Services affected by the Authority Cause as if it had not occurred.
- 1.7 Where the Contractor believes that the provisions of paragraph 1.6 apply it shall provide the Authority with written details of the Authority Cause within 10 Working Days of the occurrence of such. Any Disputes arising with respect to the applicability or otherwise of paragraph 1.6 with respect to a Service Failure or whether an Authority Cause applies to the Contractor's failure to provide the Services in accordance with the Service Levels and/or this Schedule Twelve shall be resolved in accordance with the provisions of Schedule Seven (Dispute Resolution) through the Dispute Resolution Procedure. Pending the resolution of the Dispute both parties shall continue to resolve the causes of, and mitigate the effects of such failure.

2. RMS Application Service Level Requirements

- 2.1 Service Level Requirements as set out in this Paragraph 2 shall apply. For the avoidance of doubt, the Service Levels in Paragraph 2.1, 2.2 and 2.3 are those to which the Service Credit regime in Paragraph 4 shall apply.
- 2.2 The Contractor Solution shall,
- 2.2.1 as set out in the table below (Availability) provide 99.5% Availability measured at the Point of Connectivity during Core Hours. For the purposes of clarity, the Authority's requirement is that the RMS Application shall be Available 100% of the time. The 99.5% measure is specified

for the purposes of the Service Credit mechanism; and

Availability

Target:	99.5% Availability per month
Measurement Point:	Point of Connection
Measurement Period:	Monthly
Measurement Units:	% Availability during Core Hours per month (as specified by the Authority)
Pass	$\geq 99.5\%$ (and ≤ 10 Incidents directly relating to Availability during Core Hours per month)
Fail	$< 99.5\%$ (and > 10 Incidents directly relating to Availability during Core Hours per month)

2.2.2 as set out in the table below (Response Times) provide Response Times (measured at the Point of Connectivity) that meet the following Service Levels:

2.2.2.1 95% within 2 seconds as set out in the table below:

Response Times

Target 1:	95% within 2 seconds per month
Measurement Point:	Point of Connection
Measurement Period:	Monthly
Measurement Units:	95th percentile on distribution of all individual Response Times for that month
Pass	$\geq 95\%$ of all Response Times in month within 2 seconds
Fail	$< 95\%$ of all Response Times in month within 2 seconds

2.2.2.2 99% within 5 seconds as set out in the table below:

Target 2:	99% within 5 seconds per month
Measurement Point:	Point of Connection
Measurement Period:	Monthly
Measurement Units:	99th percentile on distribution of all individual Response Times for that month
Pass	$\geq 99\%$ of all Response Times in month within 5 seconds
Fail	$< 99\%$ of all Response Times in month within 5 seconds

2.2.2.3 with a maximum response time of 8 seconds (to be achieved at all times, including peak workload times with the maximum number of concurrent users and whilst storing the peak volumes of data) in accordance with the table below:

Target 3:	Maximum Response Time less than 8 seconds per month
Measurement Point:	Point of Connection
Measurement Period:	Monthly
Measurement Units:	Maximum of all individual Response Times for the month
Pass	Maximum Response Time for month \leq 8 seconds
Fail	Average Response Time for month $>$ 8 seconds

- 2.3 The Contractor shall be required to resolve any Service Failure within the period of time specified in table 1 below. In determining the period of time applicable reference will be made to the severity of the relevant Incident as set out in table 1. Where the length of time taken to resolve any Incident exceeds the stated period of time Service Credits will be calculated as set out in Paragraph 4.3 and Table 2 below.

3. Severity of Service Failures

- 3.1 In assessing the severity of any Service Failure with respect to the Records Management Software Supply and Support Services, the Authority shall use the criteria identified in table 1 below to:
- 3.1.1 assess the severity of such a failure; and
 - 3.1.2 determine the business priority to be assigned to such a failure; and
 - 3.1.3 determine the time permitted to the Contractor to resolve any such Service Failure.
- 3.2 For the avoidance of doubt, the Contractor shall not be liable to pay Service Credits for any Service Failure to the extent that any such failure arises as a result of a fault on the part of the Authority.

Table 1

Severity	Permitted Service Downtime over a reporting period (month)	Service Points if Resolution Time is not met
Severity 1: Complete loss of a service, functionality or availability affecting multiple users at one or more locations with critical business impact and no immediate workaround available.	Priority 1: Critical Business Impact 1 Incident of up to 4 hours	25 Service Points per incident for every 4 hours after the permitted Service Downtime

Severity	Permitted Service Downtime over a reporting period (month)	Service Points if Resolution Time is not met
Severity 2: Complete or partial loss of service, functionality or availability affecting one or more users at one or more locations with important business impact and no immediate workaround available	Priority 2: Important Business Impact 1 Incident of up to 8 hours	5 Service Points per incident for every 8 hours after the permitted Service Downtime
Severity 3: Complete or partial loss of service, functionality or availability affecting one or more users at one or more locations with non-critical business impact for which a workaround is available.	Priority 3: Non-Critical Business Impact Maximum time to resolve incident: 2 Incidents of up to 2 Working Days.	3 Service Points per incident for every 2 Working Days after the permitted Service Downtime
Severity 4: Partial loss of service, functionality or availability affecting one or more users at one or more locations with nominal business impact for which a workaround is available.	Priority 4: Nominal Business Impact Maximum time to resolve incident: 2 Incidents of up to 5 Working Days.	1 Service Point per incident for every 5 working days after the permitted Service Downtime
Severity 5: Services that do not have a contractual resolution time	No specified contractual resolution time	Not Applicable

4. Calculation of Service Credits

- 4.1 Where there is a Service Failure under Paragraph 2.1 or 2.2 of Appendix A to Annex A of this Schedule Twelve with respect to the Records Management Software Supply and Support Services, the Contractor shall make a Service Credit payment to the Authority equal in value to 10% of the aggregate Monthly Charges (as set out in the Table of Charges given at Annex A to Schedule Three (Charges and Payment)) for:
 - 4.1.1 Electronic record management system software maintenance; and
 - 4.1.2 Electronic record management system administration and support; and
 - 4.1.3 Electronic records management system software system software administrations and helpdesk support; and
 - 4.1.4 Contractor to Authority communications links
- 4.2 The mechanism set out at 4.1 above for calculating the cost of damages to the Authority caused such a Service Failure is considered

by both Parties to be both proportionate and a genuine pre-estimate of the liquidated value of such damages.

- 4.3 Where the Service Failure relates to the resolution time as set out in Paragraph 2.3 and table 1 above of Appendix A to Annex A of this Schedule Twelve, Service Credits shall be calculated as set out in Table 2 (Calculation of Service Credits) below:

Table 2 (Calculation of Service Credits)

Total Service Points for all Severity 1, 2, 3 and 4 Incidents incurred during the relevant month	Service Credit due based on upon the Monthly Charges for Paragraph 4.1.1, 4.1.2, 4.1.3 and 4.1.4 above
1 – 2 Service Points	1%
3 – 9 Service Points	4 %
10 - 25 Service Points	7%
>25 Service Points	10%

- 4.4 For the avoidance of doubt, Service Credit payments shall be due only once in respect of any single incidence of Service Failure. Where more than one Service Credit may be applied, the Service Credit with the greatest monetary value shall apply.

PART A

Standard Licence Terms

1. Scope of the Standard Licence Terms

This part of the schedule sets out the Standard Licence Terms granted by the Licensor to the Licensee in respect of the Licensed Materials.

2. Licence Terms

- 2.1 Each licence granted under the Standard Licence Terms pursuant to paragraph 9 (Licences Granted by the Contractor) shall be perpetual, royalty free and non-exclusive and shall allow the Licensee to Use the Licensed Materials.
- 2.2 The Licensee may sub-license the rights granted to it pursuant to paragraph 2.1 to a third party provided that:
 - 2.2.1 the sub-licence only authorises the third party to Use the Licensed Materials for the benefit of the Licensee's internal business purposes;
 - 2.2.2 the third party does not commercially exploit the Licensed Materials in any way whatsoever, whether for the benefit of itself, the Licensee or otherwise; and
 - 2.2.3 the third party has entered into a confidentiality undertaking with the Licensee.
- 2.3 The Licensee may copy the Contractor Software, and/or Specially Written Software (as relevant) in order to create an archival copy and a back-up copy of it. When copying such Contractor Software and Specially Written Software, the Licensee shall include the original machine readable copyright notice, and a label affixed to the media identifying the software and stating: "This medium contains an authorised copy of copyrighted software which is the property of [name of owner]."
- 2.4 The Licensee specifically agrees not to:
 - 2.4.1 attempt to reverse engineer, decompile, disassemble or attempt to derive the source code of the Licensed Materials or any portion thereof;
 - 2.4.2 commercially exploit, modify, port, translate, localise or create derivative works of the Licensed Materials.
- 2.5 The Licensee may:
 - 2.5.1 subject to the prior written consent of the Licensor (not to be unreasonably withheld) assign, novate or otherwise dispose of its rights and obligations under the Standard Licence

Terms to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Licensee; or

2.5.2 transfer the Licences to other machines or users within the Licensee.

2.6 Any change in the legal status of the Licensee which means that it ceases to be a Contracting Licensee shall not affect the validity of any licence granted under the Standard Licence Terms. If the Licensee ceases to be a Contracting Authority, the Standard Licence Terms shall be binding on any successor body to the Licensee.

2.7 If a licence under the Standard Licence Terms is novated pursuant to paragraph 2.5.1 above or there is a change of the Licensee's status pursuant to paragraph 2.6 above, (in the remainder of this paragraph both such bodies are referred to as the "Transferee"):

2.7.1 the Transferee may only assign, novate or otherwise dispose of its rights and obligations under the Standard Licence Terms (or any part of it) with the prior written consent (not to be unreasonably withheld or delayed) of the Licensor; and

2.7.2 the rights acquired by the Transferee relating to the Use of the Licensed Materials shall not extend beyond those previously enjoyed by the Authority.

3. Fixes

If the Contractor maintains a database containing information on known program defects, defect corrections, restrictions and bypasses in respect of the Contractor Software, it shall provide the Licensee with access to such database at no additional charge.

4. Termination

4.1 At any time during the Term or following termination or expiry of the Agreement, the Licensor may terminate a licence granted under the Standard Licence Terms with 30 days notice in writing (or such other period as agreed by the parties) if:

4.1.1 the Licensee uses the Licensed Materials for any purpose not expressly permitted by the Standard Licence Terms or the Agreement; or

4.1.2 the Licensee commits any material breach of the Standard Licence Terms which, if the breach is capable of remedy, is not remedied within 20 Working Days after the Licensor giving the Licensee written notice specifying the breach and requiring its remedy.

4.2 When a licence under the Standard Licence Terms ends for whatever

reason:

- 4.2.1 the licence to the Licensed Materials shall immediately cease;
- 4.2.2 the Licensee shall immediately cease all use of the Licensed Materials;
- 4.2.3 at the discretion of the Licensor, the Licensee shall return or destroy the Licensed Materials, provided that if the Licensor has not made an election within six months of the termination of the licence, the Licensee may destroy the Licensed Materials; and
- 4.2.4 the Licensee shall provide the Licensor with a written notice, signed and otherwise completed by an authorised signatory, to certify compliance with the provisions of paragraph 4.2.2 and 4.2.3 above.

ANNEX B – TESTING PROCEDURES

DEFINITIONS

"Material Test Issue"	Means the criteria for which are set out in paragraph 9.1 Annex B(Testing Procedures);
"Milestone Achievement Certificate"	the certificate materially in the form of the document contained in APPENDIX B granted by the Authority when the Contractor has Achieved a Milestone;
"Quality Assurance Review"	an inspection of the Contractor's implementation of the Services to ensure the adherence to the Standards;
"Quality Manager"	the Contractor's representative responsible for ensuring that the Contractor adheres to the Quality Plan;
"Test Certificate"	the certificate materially in the form of the document contained in Appendix A to this Annex B issued by the Authority when a Deliverable has satisfied its relevant Test Success Criteria satisfactorily;
"Test Issue"	any variance or non-conformity of a Deliverable from its requirements as set out in the relevant Test Success Criteria;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in paragraph 9.2 of this Annex B;
"Test Plan"	a plan for the Testing of Deliverables and other agreed criteria related to the achievement of Milestones as described further in paragraph 5 of this Annex B;
"Test Report"	a report setting out the results of any Tests which shall include without limitation the information set out in paragraph 8.5 of this Annex B;
"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 6 of this Annex B;
"Test Strategy"	a strategy for the conduct of Testing as described further in paragraph 4 of Annex B;
"Test Witness"	any person appointed by the Authority pursuant to paragraph 10.1 of Annex B (Testing Procedure);

1. INTRODUCTION

- 1.1 This schedule sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Success Criteria, Test Strategy, Test Plans and Test Specifications.
- 1.2 The Authority will issue a Test Certificate when a Deliverable satisfies the Test Success Criteria for the Tests related to that Deliverable. The Authority will grant a Milestone Achievement Certificate when all Tests relating to a Milestone have been completed and, subject to Paragraph 3.5 of Schedule Twelve (Delays Due to Contractor Default), the Authority has issued Test Certificates in respect of all of the Tests relating to that Milestone.

2. RISK

- 2.1 The issue of a Test Certificate shall not operate to transfer any risk that the Deliverable will meet and/or satisfy the Authority's requirements for that Deliverable. The grant of a Milestone Achievement Certificate shall not operate to transfer any risk that the Milestone is complete or that it will satisfy the Authority's requirements for that Milestone. The grant of a Milestone Achievement Certificate in respect of Authority to Proceed shall not operate to transfer any risk that the Contractor System or the Services will meet and/or satisfy the Authority's requirements for the Services.
- 2.2 Consequently, the grant of a Test Certificate and/or Milestone Achievement Certificate shall not affect the Authority's right subsequently to reject:
 - 2.2.1 all or any element of the Deliverables to which a Test Certificate relates; or
 - 2.2.2 any Milestone to which the Milestone Achievement Certificate relates.

3. TESTING OVERVIEW

- 3.1 All Tests conducted by the Contractor shall be conducted in accordance with the Test Strategy, the Test Plans and the Test Specifications.
- 3.2 The Contractor shall not submit any Deliverables for Testing:
 - 3.2.1 unless it is reasonably confident that they will satisfy successfully the relevant Test Success Criteria and until the Authority has issued a Test Certificate in respect of any prior, dependant Deliverables;
 - 3.2.2 until the parties have agreed the Test Plan and the Test Specification relating to those Deliverables; and

- 3.2.3 unless it has provided the Authority with at least 10 Working Days notice in writing certifying that the relevant Deliverable is ready for Testing.
- 3.3 The Contractor shall use reasonable endeavours to 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.
- 3.4 Prior to the issue of a Test Certificate, the Authority shall be entitled to review the relevant Test Reports and the Test Issue Management Log.
- 3.5 The provisions of Paragraphs 3.2 (Testing), .3 (Delays - General Provisions), 3.5 (Delays due to Contractor Default), 3.7 (Delays due to Authority Cause) and 3.8 (Delays not due to one Party) shall apply to Testing.
- 3.6 Any disputes between the Authority and the Contractor regarding this Testing shall be referred to the Dispute Resolution Procedure.
- 3.7 The Authority shall issue Test Certificates and grant Milestone Achievement Certificates without unreasonable delay.

4. TEST STRATEGY

- 4.1 The Contractor shall develop the final Test Strategy as soon as practicable but in any case no later than 10 Working Days (or such other period as the parties may agree) after the Effective Date.
- 4.2 The final Test Strategy shall include:
 - 4.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 4.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 4.2.3 the method for mapping the expected Test results to the Test Success Criteria;
 - 4.2.4 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 Issues;
 - 4.2.5 the procedure to be followed to sign off each Test;
 - 4.2.6 the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan to resolve Test Issues;

- 4.2.7 the names and contact details of the Authority's and the Contractor's Test representatives;
- 4.2.8 a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Authority and/or third party involvement in the conduct of the Tests;
- 4.2.9 the technical environments required to support the Tests; and
- 4.2.10 the procedure for managing the configuration of the Test environments.

5. TEST PLANS

- 5.1 The Contractor shall develop Test Plans for the approval of the Authority as soon as practicable but in any case no later than 10 Working Days (or such other period as the parties may agree in the Test Strategy or otherwise) prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 5.2 Each Test Plan shall include as a minimum:
 - 5.2.1 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;
 - 5.2.2 a detailed procedure for the Tests to be carried out, including:
 - 5.2.2.1 the timetable for the Tests including start and end dates;
 - 5.2.2.2 the Testing mechanism;
 - 5.2.2.3 dates and methods by which the Authority can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
 - 5.2.2.4 the mechanism for ensuring the quality, completeness and relevance of the Tests;
 - 5.2.2.5 the format and an example of Test progress reports and the process with which the Authority accesses daily Test schedules;
 - 5.2.2.6 the process with which the Authority will review Test Issues and progress on a timely basis;
 - 5.2.2.7 the Test schedule;

- 5.2.2.8 the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
- 5.2.2.9 the decision making process for escalation from a re-test situation to specific remedial action to resolve the problem / Test Issue.

5.3 The Authority shall not unreasonably withhold or delay its approval of the Test Plans and the Contractor shall implement any reasonable requirements of the Authority in the Test Plans.

6. TEST SUCCESS CRITERIA

The Test Success Criteria for the Milestone Achievement Certificates have been agreed by the parties prior to the Effective Date and are set out in Appendix C.

7. TEST SPECIFICATIONS

- 7.1 Following approval of a Test Plan, the Contractor shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days (or 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.
- 7.2 Each Test Specification shall include as a minimum:
 - 7.2.1 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 Authority and the extent to which it is equivalent to live operational data;
 - 7.2.2 a plan to make the resources available for Testing;
 - 7.2.3 Test scripts;
 - 7.2.4 Test pre-requisites and the mechanism for measuring them; and
 - 7.2.5 expected Test results, including:
 - 7.2.5.1 a mechanism to be used to capture and record Test results; and
 - 7.2.5.2 a method to process the Test results to establish their content.

8. TESTING

- 8.1 Before submitting any Deliverables for Testing the Contractor shall subject the relevant Deliverables to its own internal quality control measures.
- 8.2 The Contractor 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 10 (Test Witnessing).
- 8.3 The Contractor shall notify the Authority at least 10 Working Days (or such other period as the parties may agree) in advance of the date, time and location of the relevant Tests and the Authority shall ensure that the Test Witnesses attend the Tests, except where the Authority has specified in writing that such attendance is not necessary.
- 8.4 The Authority may raise and close Test Issues during the Test witnessing process.
- 8.5 Not less than 10 Working Days (or such other period as the parties may agree) prior to the date on which any Tests are planned to end the Contractor will provide the Authority with a draft Test Report and on completion of the Testing the Contractor will provide the Authority with the final Test Report. Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 8.5.1 an overview of the Testing conducted;
 - 8.5.2 identification of the relevant Test Success Criteria that have been satisfied;
 - 8.5.3 identification of the relevant Test Criteria that have not been satisfied together with the Contractor's explanation of why those criteria have not been met;
 - 8.5.4 the Tests that were not completed together with the Contractor's explanation of why those Tests were not completed;
 - 8.5.5 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 8.1 (Test Issues);
 - 8.5.6 the specification for any hardware and software used throughout the Testing and any changes that were applied to that hardware and/or software during the Testing; and

- 8.6 In the event that a Deliverable does not meet the relevant Test Success Criteria the Test Report shall constitute a Non-Conformance Report for the purposes of clause 6.1 (Delays Due to Contractor Default).

9. TEST issues

- 9.1 Where a Test Report identifies a Test Issue, the parties shall agree the classification of the Test Issue.
- 9.2 The Test Issue Management Log shall log Test Issues to reflect the severity classifications allocated to each Test Issue pursuant to paragraph 9.1
- 9.3 The Contractor shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Contractor shall make the Test Issue Management Log available to the Authority upon request.
- 9.4 The Authority Representative shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Contractor. If the parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

10. TEST WITNESSING

- 10.1 The Authority may, in its sole discretion, require the attendance at any Test of one or more witnesses. Witnesses will be selected by the Authority, each of whom will have appropriate skills to fulfil the role of a Test witness.
- 10.2 The Contractor shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 10.3 The Test Witnesses will actively review the Test documentation and will attend and engage in the performance of the Tests on behalf of the Authority so as to enable the Authority to gain an informed view of whether a Test Issue 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.
- 10.4 The Test Witnesses will be required to verify that the Contractor conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification.
- 10.5 The Test Witnesses may produce and deliver their own, independent reports on Testing, which may be used by the Authority to assess whether the Tests have been Achieved.

- 10.6 The Test Witnesses may raise Test Issues on the Test Issue Management Log in respect of any Testing.
- 10.7 The Test Witnesses may require the Contractor to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

11. TEST QUALITY AUDIT

- 11.1 Without prejudice to its rights pursuant to clause 24 (Audits), the Authority may perform on-going quality audits in respect of any part of the Testing (each a "Testing Quality Audit") subject to the provisions set out in the agreed Quality Plan.
- 11.2 The focus of the Testing Quality Audits will be on:
 - 11.2.1 adherence to an agreed methodology;
 - 11.2.2 adherence to the agreed Testing process;
 - 11.2.3 adherence to the Quality Plan;
 - 11.2.4 review of status and key development issues; and
 - 11.2.5 identification of key risk areas.
- 11.3 The Contractor shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 11.4 The Authority will give the Contractor at least 10 Working Days' written notice of the Authority's intention to undertake a Testing Quality Audit and the Contractor may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Contractor's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Authority will materially and adversely impact the Implementation Plan.
- 11.5 A Testing Quality Audit may involve document reviews, interviews with the Contractor personnel involved in or monitoring the activities being undertaken pursuant to this schedule, the Authority witnessing Tests and demonstrations of the Deliverables to the Authority. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Contractor and the Authority on a case by case basis not to be unreasonably withheld or delayed. The Contractor shall provide all reasonable necessary assistance and access to all relevant documentation required by the Authority to enable it to carry out the Testing Quality Audit.
- 11.6 If the Testing Quality Audit gives the Authority concern in respect of the Testing Procedures or any Test, the Authority will discuss the outcome of the Testing Quality Audit with the Contractor, giving the Contractor the opportunity to provide feedback in relation to specific activities, and

subsequently prepare a written report for the Contractor detailing the same to which the Contractor shall, within a reasonable timeframe, respond in writing.

- 11.7 In the event of an inadequate response to the written report from the Contractor, the Authority (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Authority.

12. OUTCOME OF TESTING

- 12.1 Deliverables will complete Testing and a Test Certificate shall be issued when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 12.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then, except where such failure is due to an Authority Cause:
- 12.2.1 the Contractor 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; or
- 12.2.2 the parties shall treat the failure as a Contractor Default.
- 12.3 When the Authority has issued Test Certificates and/or conditional Test Certificates in respect of all the Deliverables related to a Milestone it will also grant a Milestone Achievement Certificate.
- 12.4 The grant of a Milestone Achievement Certificate will entitle the Contractor to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 3 (Charges and Payment).

APPENDIX A

Test Certificate

To: [CONTRACTOR]

FROM: [AUTHORITY]

[Date]

Dear Sirs,

TEST CERTIFICATE

Deliverables: [*insert description of Deliverables*]

We refer to the agreement ("**Agreement**") relating to the provision of the []
Services between the [Authority] ("**Authority**") and ("**Contractor**")
dated [].

The definitions for terms capitalised in this certificate are set out in schedule 1
(Definitions) to the Agreement.

[We confirm that the Deliverables listed above have been tested successfully in
accordance with the Test Plan relevant to those Deliverables.]

OR This Test Certificate is issued pursuant to condition 3.3 of Schedule 12 (Delays
Due to Contractor Default) on the condition that any Test Issues are remedied in
accordance with the Correction Plan attached to this certificate.]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of [Authority]

APPENDIX B

Milestone Achievement Certificate

To: [CONTRACTOR]

FROM: [AUTHORITY]

[Date]

Dear Sirs,

MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: [*insert description of Milestone*]

We refer to the contract ("**Contract**") relating to the provision of the []
Services between the [Authority] ("**Authority**") and ("**Contractor**")
dated [].

The definitions for terms capitalised in this certificate are set out in schedule 1
(Definitions) to the Agreement.

[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 that
a conditional Test Certificate has been issued in respect of those Deliverables that
have not satisfied the relevant Test Success Criteria.]]*

OR

[This Milestone Achievement Certificate is granted pursuant to paragraph 3.5 of
Schedule Twelve (Delays Due to Contractor Default) on the condition that any Test
Issues are remedied in accordance with the Correction Plan attached to this
certificate.]*

[You may now issue an invoice in respect of the sums due are payable in accordance
with schedule 3 (Charges and Payment)]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]
acting on behalf of [Authority]

APPENDIX C**Test Success Criteria**

Service Element	Pre-conditions	Test Success Criteria

ANNEX C TO SCHEDULE 12 – CONTRACTOR’S SOLUTION

This Annex C to Schedule 12 describes the Contractor’s Solution in the following Appendices:

Appendix A - Solution Overview

Appendix B - Contractor’s and Third Party Software

Appendix C - Contractor Equipment

Appendix D - Draft implementation plan

Appendix E - Terms of the enterprise licence supplied

Appendix A to Annex C to Schedule 12 – Solution Overview

The Contractor Solution is made of two primary software applications: [REDACTED] and [REDACTED].

[REDACTED] will be used to create, move and track records around the Authority's Offices, [REDACTED] will track them within the IME Warehouses (Cody 4 and until Feb-12, [REDACTED]). [REDACTED] will be available to the Authority's staff and appropriate IME staff – circa 25,000 total users, with 3,000 concurrent users.

[REDACTED] will not be generally available to the Authority's staff, apart from a small number of selected users nominated by FSCT. It will be used by up to 150 staff IME across both warehouses – circa 150 total users, with around 75 concurrent users.

Typical Use

At a high level – an everyday process might be an Authority caseworker will request a particular file through [REDACTED], [REDACTED] will locate the file – if the file is within an IME Warehouse, [REDACTED] then communicates with [REDACTED] to request that file.

[REDACTED] will then locate the file within the warehouse and request a file pick. Once the file is available it is then, upon leaving the IME Warehouse, handled by [REDACTED] which will track its receipt to whichever Authority office as appropriate, then assign it to be delivered to the correct Caseworker.

If a file is within the Authority's office space, provided users scan the barcode at each location, [REDACTED] tracks the file, giving the Authority the ability to track files throughout their staff and offices.

If the file is within an IME Warehouse, then its location and any work done to it, including movement, will be handled by [REDACTED]. These activities are chargeable under the contract and the monthly invoice will be raised from storage and activity data provided by [REDACTED].

[REDACTED] and [REDACTED] will communicate with each other to pass files from one physical place to another (in a typical IME warehouse, when a file is put on the van, our system assigns it as out, with the customer – in the RMS, we have a second system that tracks what happens to it once it is with the customer).

RMS Hosting Platform

[REDACTED] and [REDACTED] both have high-end architecture powerful enough to provide the performance required as we understood it. Secure high bandwidth communication links connect each of the Primary site in [REDACTED] and the DR site in [REDACTED] to the UKBA environment at points to be agreed. A synchronisation link connects the primary and DR sites.

A system schematic is shown below:

Schematic redacted

Appendix B to Annex C to Schedule 12 - Contractor's and Third Party Software

1. Contractor's Software

[REDACTED] version 44/29)

2. 3rd Party Software

[REDACTED]

[REDACTED]

Appendix C to Annex C to Schedule 12 - Contractor Equipment

1. The architecture for the Contractor Solution shall be based on the specifications below, and the production host is the IM datacentre in [REDACTED], England, and the DR site is IM datacentre, [REDACTED] England.

1.1 Production Site

1.1.1 [REDACTED]

[REDACTED]

1.1.2 [REDACTED]

[REDACTED]

1.2 DR Site

1.2.1 [REDACTED]

[REDACTED]

1.2.2 [REDACTED]

[REDACTED]

1.3 Backups

[REDACTED]

1.4 Communication links

[REDACTED]

Appendix D to Annex C to Schedule 12 - Draft Implementation and Migration Plan

PDF CONTAINING THE IMPLEMENTATION PLAN (INCLUDING THE DATA MIGRATION PLAN)

[To be inserted as a hard copy]

Appendix E to Annex C to Schedule 12 - Terms of the enterprise licence supplied

1. Service Availability

1.1 Core Service Coverage Hours:

08:00 to 18:00 GMT/BST, Monday to Friday

1.2 Extended Service Coverage Hours:

18:00 to 08:00 GMT/BST Monday to Friday
00:00 to 23:59 Weekends and Bank Holidays

1.3 System Availability

The Contractor targets 99.5% monthly average scheduled availability of the Application (Web) Servers and Database Servers.

Application (Web) Server and Database Server availability is defined as the ability, via web browser, to retrieve the HTTP headers from a hosting server, ability to pass incoming and outgoing TCP/IP traffic, and ability to retrieve Authority data stored in the RMS database.

Servers' unavailability caused by network unavailability is not included in server uptime if such network unavailability is caused by factors beyond Iron Mountain's control. Interruptions of service due to problems on the Authority's side of the Point of Connection are beyond the Contractor's control.

2. Maintenance Services

2.1 Error Correction

The Contractor shall use commercially reasonable efforts to correct verifiable and reproducible errors when properly reported to the Contractor. The error correction(s), when completed, may be provided in the form of a "temporary fix," which shall consist of sufficient programming and operating instructions to implement such error correction(s).

2.2 Upgrades and/or Updates

The Contractor shall provide to the Authority all Upgrades and Updates to the Contractor's Software and are included within the charges set out for the Term of The Contract.

3. Customer and Technical Support Services

3.1 Customer Service Hotline

The Contractor shall maintain a 365x7x24 customer service hotline for the Authorized Contact(s) to report problems and seek assistance in the use of the Service.

3.2 Customer Problem Reporting Procedure

It is assumed that the Authority initially routes all reported problems through the Authority's internal IT Help Desk or the Authority's internal RMS Administrator(s). A request for support should be made to Iron Mountain by the Authority's Internal IT Help Desk or RMS Administrator(s) if experiencing any issues with accessing the RMS application, core RMS functionality, submitting Record creation or movement orders, or receiving metadata and/or order updates from the RMS browser service.

3.3 Support Desk Contact Information

A call ticket will be created and Severity Level assigned for all Authority submitted problems. The Authority's internal IT Help Desk or RMS Administrators can submit Problem Reports to:

- the Contractor's Support Desk via email at: e-mail address to be confirmed
- the Contractor's Support Desk via telephone at: telephone number to be confirmed

3.4 Service Failure Severity Level Definitions

All Incidents will be assigned a Severity Level in line with Table 1 in condition 3.1 of Appendix A to Annex A to Schedule 12.

3.5 System Support Escalations

3.5.1 Service Support Level 1

The Authority's Internal IT Service Desk

This is the initial support level responsible for call handling and logging and basic customer issues.

3.5.2 Service Support Level 2

Iron Mountain UK Limited - [REDACTED]

[REDACTED] Application and database connectivity issues will require a level 2 support engineer. This is a more in-depth technical support level than Level 1 containing experienced and more knowledgeable personnel on a particular product or service. Technicians at this level are responsible for assisting Level 1 personnel solve basic technical problems and for investigating elevated issues by confirming the validity of the problem and seeking for known solutions related to these more complex issues.

3.5.3 Service Support Level 3 – Iron Mountain Inc - [REDACTED]

[REDACTED] Application and database functionality issues will require an [REDACTED] Level 3 support engineer. This is the highest level of support in a three-tiered technical support model responsible for handling the most difficult or advanced problems.

- End of Schedule Twelve -