

OFFICIAL

VERSION CONTROL TABLE

Issue No	Issue Date	Description of Changes	Author
0.1	July 2023	First draft	
0.2	13/07/23	Updated draft following meeting with CGI on 13/07/23	
0.3	07/08/2023	Updated draft	
0.4	08/08/2023	Updated draft following comments from CGI	
0.5	10/08/2023	Updated draft following comments from CGI and MoJ	
0.6	10/08/2023	Updated during meeting with MoJ and CGI	
0.7	15/08/2023	Updated version to tidy up CAN and prepare for signature	
1.0	18/08/2023	Final version	

AMS Services

AMS Contract Change Authorisation Note CR 982- AMS Contract extension

Title: Extension of the AMS Services Agreement to 31 August 2024 and Option to Extend for 1 Further Year

Originator: [REDACTED]

CAN Effective Date: The date the CAN is signed by both parties

PARTIES:

- (1) **The Secretary of State for Justice** of 102 Petty France, London, SW1H 9AJ, acting as part of the Crown ("**Authority**"); and
- (2) **CGI IT UK Limited** a company registered in England and Wales under company number 00947968 whose registered office is at 20 Fenchurch Street, 14th Floor, London EC3M 3BY ("**AMS Supplier**").

IT IS AGREED as follows:

The AMS SUPPLIER and the AUTHORITY entered into an agreement for the provision of AMS Services dated 25th November 2020 (the "**AMS Agreement**") and now wish to amend that AMS Agreement.

Words and phrases used in this change authorisation note ("**CAN**") will have the exact wording required for inclusion into the AMS Agreement.

The AMS Agreement shall be varied as expressly set out in this CAN. Except as expressly provided in this CAN, the AMS Agreement, including any previous Contract Change, shall remain effective and unaltered and all of its provisions shall remain in full force and effect and all rights, liabilities and

OFFICIAL

obligations accrued, incurred or owing by either party before the date of this CAN shall remain unaffected.

The AMS Supplier and the Authority hereby acknowledge that this CAN shall, once signed by the AMS Supplier and the Authority, constitute a binding variation to the AMS Agreement.

PART A: DETAILS OF THE CHANGE

Extension

1. The parties have agreed for the Authority to have a right to extend the AMS Agreement by a further period of twelve months, up to 31 August 2024 with the option to extend for a further period of twelve months up to and including 31st August 2025. New clauses 56.3 and 56.4 have been inserted into the main clauses (see document at Annex 1 of this CAN) to introduce the Authority's right to extend.
2. The Authority hereby exercises its option to extend the Term of the AMS Agreement for the Second Extension Period up to and including 31st August 2024, under clause 56.3 of the AMS Agreement.
3. The Authority and the AMS Supplier agree that the exercise by the Authority of its option to extend the Term of the AMS Agreement as set out at paragraphs 1 and 2 of this CAN constitutes and records the Authority's written notice to exercise its option and shall act as any notice required under the AMS Agreement.

PART B: CHANGES REQUIRED TO THE AMS AGREEMENT

With effect from the CAN Effective Date the parties agree to amend the AMS Agreement as set out in paragraphs 1 and 2 of this Part B and in the documents attached in the Annexes to this CAN.

1. Clauses
 - 1.1. The clauses of the AMS Agreement shall be removed from the AMS Agreement and shall be replaced with the document set out in Annex 1 to this CAN.
2. Schedules
 - 2.1. Schedule 1 (Definitions) shall be removed from the AMS Agreement and shall be replaced with the document set out at Annex 2 to this CAN.
 - 2.2. Schedule 2.1 (Service Requirements) shall be removed from the AMS Agreement and shall be replaced with the document set out at Annex 3 to this CAN.
 - 2.3. Schedule 2.2 (Service Performance Management) shall be amended as follows:
 - 2.3.1. A new paragraph 1.4 shall be added to read as follows: "Key performance indicators for social value can be found at paragraphs 3.4 and 4.3 of Annex 1 (Sustainability and Social Value Requirements) of Schedule 2.1 (Service Requirements)."
 - 2.4. Following the commencement of the Second Extension Period, the parties shall work together to agree updates to Schedule 2.2 (Service Performance Management) in accordance with the Change Control Procedure. The parties shall use reasonable endeavours to reach agreement on such updates and finalise an updated version of Schedule 2.2 (Service Performance Management) within three (3) months of the commencement of the Second Extension Period.

OFFICIAL

- 2.5. Following the commencement of the Second Extension Period, the parties shall work together to review and agree any necessary updates to Schedule 2.3 (Standards) to reflect the AMS Supplier's then current certification in accordance with the Change Control Procedure. The parties shall use reasonable endeavours to reach agreement on any necessary updates and finalise an updated version of Schedule 2.3 (Standards) within one (1) month of the commencement of the Second Extension Period.
- 2.6. Schedule 2.5 (Security Management Plan) shall be removed from the AMS Agreement and shall be replaced with the document set out at Annex 4 to this CAN.
- 2.7. The parties acknowledge that as part of the review of Schedule 2.3 (Standards) that shall be undertaken in accordance with paragraph 2.5 of this CAN, the parties may identify updates that are required to standards referenced in Schedule 2.5 (Security Management Plan). If such updates are required then the parties shall use reasonable endeavours to reach agreement on any necessary updates and finalise an updated version of Schedule 2.3 (Standards) in accordance with the Change Control Procedure within one (1) month of the commencement of the Second Extension Period.
- 2.8. Schedule 4.1 (Supplier Solution) shall be removed from the AMS Agreement and shall be replaced with the document set out at Annex 5 to this CAN.
- 2.9. Schedule 4.3 (Notified Sub-Contractors) shall be removed from the AMS Agreement and shall be replaced with the document set out at Annex 6 to this CAN.
- 2.10. Schedule 5.1 (Software) shall be removed from the AMS Agreement and shall be replaced with the document set out at Annex 7 to this CAN.
- 2.11. Following the commencement of the Second Extension Period, the parties shall work together to review and agree any necessary updates to Schedule 5.1 (Software) to reflect any changes required to reflect an accurate list of Software in accordance with the Change Control Procedure. The parties shall use reasonable endeavours to reach agreement on any necessary updates and finalise an updated version of Schedule 5.1 (Software) within five (5) months of the commencement of the Second Extension Period.
- 2.12. Following the commencement of the Second Extension Period, the parties shall work together to review and agree any necessary updates to Schedule 6.3 (Asset Transfers) to reflect an up-to-date list of Hardware Assets in accordance with the Change Control Procedure. The parties shall use reasonable endeavours to reach agreement on any necessary updates and finalise an updated version of Schedule 6.3 (Asset Transfers) within five (5) months of the commencement of the Second Extension Period.
- 2.13. Schedule 7.1 (Charging and Invoicing) shall be removed from the AMS Agreement and shall be replaced with the document set out at Annex 8 to this CAN.
- 2.14. Schedule 7.2 (Payments on Termination) shall be removed from the AMS Agreement and shall be replaced with the document set out at Annex 9 to this CAN.
- 2.15. Schedule 7.5 (Financial Model) shall be removed from the AMS Agreement and shall be replaced with the document set out at Annex 10 to this CAN.
- 2.16. Schedule 8.1 (Governance) shall be amended as follows:
 - 2.16.1. Paragraph 5 (Covid-19 Pandemic) of Schedule 8.1 (Governance) is deleted.

OFFICIAL

- 2.17. Following the commencement of the Second Extension Period, the parties shall work together to agree updates to Schedule 8.6 (IT Service Continuity) in accordance with the Change Control Procedure. The parties shall use reasonable endeavours to reach agreement on such updates and finalise an updated version of Schedule 8.6 (IT Service Continuity) within three (3) months of the commencement of the Second Extension Period.
- 2.18. Schedule 9.1 (Staff Transfers) shall be removed from the AMS Agreement and shall be replaced with the document set out at Annex 11 to this CAN.
- 2.19. Schedule 9.2 (Key Personnel) shall be removed from the AMS Agreement and shall be replaced with the document set out at Annex 12 to this CAN.
- 2.20. Schedule 11 (Referenced Documents) shall be amended as follows:
- 2.20.1. The following referenced document shall be deleted:
"Authority's policies on handling protectively marked material, comprising of the following documents: Cabinet Office: Government Security Classifications April 2014 (Version 1.0 – Oct 2013)",
and shall be replaced by the following:
"Authority's policies on handling protectively marked material, comprising of the following documents: Government Security Classifications
<https://www.gov.uk/government/publications/government-security-classifications>"
- 2.21. Schedule 12 (Data Protection) shall be removed from the AMS Agreement and shall be replaced with the document set out at Annex 13 to this CAN.

PART C: THE MSA ACCESSION AGREEMENT

3. Master Services Agreement

- 3.1. The AMS Supplier and the Authority entered into an accession agreement to the FITS Master Services Agreement dated 25th November 2020 (the "**MSA Accession Agreement**"). The parties agree that the MSA Accession Agreement continues to remain in full force and effect.

CAN AMS-CR 982: Extension of the AMS Services Agreement to 31 August 2024 and Option to Extend for 1 Further Year

Signed for and on behalf of the AMS SUPPLIER:

By:

Name:

Title:

Date:

Signed for and on behalf of the AUTHORITY:

By:

OFFICIAL

Name:

Title:

Date:



OFFICIAL

ANNEX 1

CLAUSES



(1) THE SECRETARY OF STATE FOR JUSTICE
-and-

(2) CGI IT UK LIMITED

AGREEMENT
relating to
the provision of AMS Services

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
V0.1	30 July 2020		First draft
V0.2	17 August 2020		Second draft
V0.3	1 September 2020		Third draft
V0.4	21 September 2020		Fourth draft
V0.5	2 October 2020		Fifth draft – tidying up
V1.0	2 October 2020		Final version
V1.1	2 August 2023		Updated draft for extension
V1.2	3 rd August 2023		Accepted changes in s 5.1, accepted all changes in clause 43 removing reference to EU, address numbering error to 43.3.9.2 and incorrect reference in clause 50.4.
V1.3	7 August 2023		Updated draft for extension to update clause 56
V2.0	7 August 2023		Final version for extension

CONTENTS

SECTION A - PRELIMINARIES	9
1. DEFINITIONS AND INTERPRETATION.....	9
2. SCOPE OF THE AGREEMENT	10
3. DUE DILIGENCE.....	11
SECTION B - SERVICE TRANSITION, DELIVERY AND ACCEPTANCE	12
4. COMPLIANCE WITH PLANS	12
5. MILESTONES, TESTING AND APPROVAL	13
6. DELAYS - GENERAL PROVISIONS	16
7. DELAYS DUE TO AMS SUPPLIER DEFAULT.....	18
8. DELAYS TO MILESTONES DUE TO AUTHORITY CAUSE.....	20
9. DELAYS DUE TO MORE THAN ONE PARTY	21
10. TRANSFER OF ASSETS AND THIRD PARTY AGREEMENTS.....	22
SECTION C - SERVICE SUPPLY	24
11. SERVICES	24
12. SERVICE LEVELS.....	26
13. LIABILITY IN THE OPERATIONAL PHASE	28
14. STANDARDS AND REFERENCED DOCUMENTS	29
15. QUALITY MONITORING.....	29
16. SERVICES IMPROVEMENT	29
17. EQUIPMENT	31
SECTION D - PAYMENT AND VALUE FOR MONEY PROVISIONS	32
18. CHARGING AND INVOICING.....	32
19. TAX	32
20. RECOVERY OF SUMS DUE.....	33
21. VALUE FOR MONEY	33
22. FINANCIAL MODEL.....	33

SECTION E - CONTRACT GOVERNANCE	34
23. REPRESENTATIVES.....	34
24. GOVERNANCE.....	34
25. SUPPLY CHAIN RIGHTS	34
26. AUDITS.....	39
27. RECORDS AND REPORTS.....	42
28. CHANGE CONTROL.....	42
29. DISPUTES.....	43
 SECTION F - PERSONNEL	 43
30. AMS SUPPLIER PERSONNEL	43
31. EMPLOYMENT INDEMNITY	45
32. STAFF TRANSFER.....	45
33. HEALTH AND SAFETY	45
34. EQUALITY AND DIVERSITY	46
35. NON-SOLICITATION.....	46
 SECTION G - INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY	 46
36. INTELLECTUAL PROPERTY RIGHTS.....	46
37. LICENCES GRANTED BY THE AMS SUPPLIER.....	47
38. LICENCES GRANTED BY THE AUTHORITY.....	48
39. ASSIGNMENT OF IPR IN DATABASES.....	49
40. PROJECT SPECIFIC IPR AND SPECIALLY WRITTEN SOFTWARE.....	49
41. ESCROW.....	50
42. AUTHORITY DATA	51
43. PROTECTION OF PERSONAL DATA.....	52
44. FREEDOM OF INFORMATION	64
45. CONFIDENTIALITY	65
 SECTION H - AMS SUPPLIER AND AUTHORITY PROTECTIONS.....	 69
46. GENERAL OBLIGATIONS OF THE PARTIES.....	69

47.	WARRANTIES	71
48.	GUARANTEE	73
49.	CHANGE IN LAW	74
SECTION I - RISK PROTECTION		75
50.	SECURITY REQUIREMENTS	75
51.	BUSINESS CONTINUITY	77
52.	FORCE MAJEURE	77
SECTION J - INDEMNITIES, LIABILITY AND INSURANCE		79
53.	IPR INDEMNITY	79
54.	LIMITATIONS ON LIABILITY	80
55.	INSURANCE	84
SECTION K - TERM, TERMINATION AND EXIT MANAGEMENT		84
56.	TERM	84
57.	TERMINATION RIGHTS	85
58.	REMEDIAL PLAN PROCESS	91
59.	CONSEQUENCES OF EXPIRY OR TERMINATION	92
60.	PAYMENTS MADE ON TERMINATION.....	94
61.	EXIT MANAGEMENT	94
62.	STEP-IN RIGHTS	96
SECTION L - MISCELLANEOUS AND GOVERNING LAW		100
63.	ASSIGNMENT AND NOVATION	100
64.	WAIVER AND CUMULATIVE REMEDIES	101
65.	RELATIONSHIP OF THE PARTIES.....	102
66.	PREVENTION OF CORRUPTION.....	102
67.	PUBLICITY AND BRANDING.....	105
68.	COMMERCIAL EXPLOITATION	105
69.	AUTHORITY ACCOMMODATION.....	105

70.	SEVERANCE.....	107
71.	FURTHER ASSURANCES	108
72.	ENTIRE AGREEMENT	108
73.	THIRD PARTY RIGHTS.....	108
74.	NOTICES	109
75.	GOVERNING LAW AND JURISDICTION	109
76.	MODERN SLAVERY	110

SCHEDULES

1. **Definitions**
2. **Service Requirements**
 - 2.1 Service Requirements
 - 2.2 Service Performance Management
 - 2.3 Standards
 - 2.4 Not used
 - 2.5 Security Management Plan
 - 2.6 Insurance Requirements
3. **Dependencies**
 - 3.1 Authority Responsibilities
 - 3.2 Other Service Towers Responsibilities
4. **AMS Supplier Matters**
 - 4.1 AMS Supplier Solution
 - 4.2 Commercially Sensitive Information
 - 4.3 Notified Sub-contractors
5. **Software**
 - 5.1 Software
 - 5.2 Licence Terms
 - 5.3 Escrow Terms
6. **Implementation and Testing**
 - 6.1 Project Management
 - 6.2 Work in Progress Requirements
 - 6.3 Asset Transfers
7. **Financial Matters**
 - 7.1 Charging and Invoicing
 - 7.2 Payments on Termination
 - 7.3 Benchmarking
 - 7.4 Financial Distress
 - 7.5 Financial Model
8. **Governance**
 - 8.1 Governance
 - 8.2 Change Control Procedure
 - 8.3 Dispute Resolution Procedure
 - 8.4 Records Provisions
 - 8.5 Exit Management
 - 8.6 IT Service Continuity
 - 8.7 Document Approval Procedure
9. **Employment**
 - 9.1 Staff Transfers
 - 9.2 Key Personnel
10. **Guarantee**
11. **Referenced Documents**
12. **Data Protection**

THIS AGREEMENT is made on

2020

BETWEEN:

- (1) **The Secretary of State for Justice** of 102 Petty France, London, SW1H 9AJ, acting as part of the Crown ("**Authority**"); and
- (2) **CGI IT UK Limited** a company registered in England and Wales under company number 00947968 whose registered office is at 20 Fenchurch Street, 14th Floor, London EC3M 3BY ("**AMS Supplier**").

INTRODUCTION

- A The Authority and the AMS Supplier entered into the Future IT Sourcing AMS Lot 1 agreement dated 19th December 2014 (the "FITS AMS Lot 1 Agreement").
- B There is a requirement for the AMS services being provided under the FITS AMS Lot 1 Agreement to be provided by the AMS Supplier beyond the end of the FITS AMS Lot 1 Agreement to enable the ceasing of services or a gradual and flexible exit of services during the Term to the Authority's Replacement AMS Supplier(s) and/or the Authority (as applicable).
- C As a result, and following a period of negotiation between the parties in accordance with Regulation 32(2)(b)(ii) of the Public Contracts Regulations 2015, on 9 November 2020 the Authority submitted a voluntary transparency notice to the Official Journal of the European Union (OJEU), expressing its intention to enter into this Agreement.
- D This Agreement documents the contractual basis on which the AMS Supplier will deliver the AMS Services to the Authority from the Effective Date onwards. The parties have agreed to contract with each other in accordance with the terms and conditions set out below.
- E As part of the consideration for the Authority entering into this Agreement, the AMS Supplier has in conjunction with this Agreement also entered into an agreement on the Effective Date with the Authority and each of its FITS Suppliers dated 2nd September 2013 (the "Master Services Agreement").

IT IS AGREED as follows:

SECTION A - PRELIMINARIES**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the definitions set out in schedule 1 (Definitions) shall apply.
- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 reference to a gender includes the other gender and the neuter;
 - 1.2.3 references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it. The impact of any such amendment, extension or re-enactment on this Agreement shall be dealt with in accordance with clause 49 (Change in Law); and
 - 1.2.4 any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words.
- 1.3 The headings in this Agreement are for ease of reference only and shall not affect its interpretation.
- 1.4 References to clauses and schedules are, unless otherwise provided, references to the clauses of and schedules to this Agreement.
- 1.5 Without prejudice to clauses 11.4 and 14.2, if there is any conflict between the clauses and the schedules and/or any annexes to the schedules and/or any other documents referred to in this Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 1.5.1 the Master Services Agreement;
 - 1.5.2 the clauses and schedule 1 (Definitions);
 - 1.5.3 schedule 2.1 (Service Requirements)
 - 1.5.4 schedule 2.2 (Service Performance Management);
 - 1.5.5 any other schedules and their annexes and appendices (except for schedule 4.1);

- 1.5.6 schedule 4.1 (AMS Supplier Solution) save that in relation to the clarifications set out in Appendix 6 to schedule 4.1 (AMS Supplier Solution) each clarification shall have the same order of precedence as the schedule which it clarifies as identified in the said Appendix 6; and
- 1.5.7 any other document referred to in this Agreement or any other document attached to this Agreement.
- 1.6 Subject to the provisions of clauses 6 - 9 (inclusive) and 13, neither party to this Agreement shall be liable for any Default of its obligations under this Agreement to the extent that such Default is caused by a failure or delay by the other party in performing its obligations under this Agreement, provided and to the extent that the affected party notifies the other party of such failure or delay within thirty (30) days of the affected party becoming aware of its occurrence and of its likely impact.
- 1.7 In this Agreement, where any provision:
- 1.7.1 refers to Other FITS Suppliers or Exiting Suppliers doing something or behaving in a certain way, then (other than as expressly provided in the clauses of this Agreement or the Master Services Agreement) this shall not put any obligation on the Authority to ensure that those bodies do so and no failure by the Other FITS Suppliers or Exiting Suppliers to do so shall excuse the AMS Supplier from any obligation or liability under this Agreement or the Master Services Agreement; and
- 1.7.2 refers to the FITS Suppliers or another group to which the AMS Supplier belongs doing something or behaving in a certain way, the AMS Supplier shall do so.
- 1.8 In entering into this Agreement, the Authority is acting as part of the Crown.
2. **SCOPE OF THE AGREEMENT**
- 2.1 This Agreement and the Master Services Agreement relate to the provision of the AMS Services and the Cross Tower Services, comprising the:
- 2.1.1 provision of the AMS Services in accordance with all of the terms of this Agreement and the Master Services Agreement.
- 2.1.2 delivery of all AMS Services to the Sites and to the Users in accordance with all of the terms of this Agreement including, without limitation, schedule 2.1 (Service Requirements), schedule 2.2 (Service Performance Management), schedule 2.3

- (Standards), schedule 2.5 (Security Management Plan), schedule 6.1 (Project Management) and schedule 8.6 (IT Service Continuity);
- 2.1.3 delivery and support of the Work In Progress and any Future Services in accordance with the terms of the relevant Project Plans and schedule 6.2 (Work In Progress Requirements);
- 2.1.4 Exit Management Services in accordance with schedule 8.5 (Exit Management) and the Exit Plan (i) upon termination or expiry of the entire Agreement; (ii) upon termination of part of the AMS Services in accordance with clause 57.3 (Partial Termination); and (iii) at such times as the Authority decides to transition any FITS Services away from any Other FITS Supplier to any Replacement AMS Supplier; and
- 2.1.5 co-operation with the Authority and the Suppliers and the Other Authority Providers (including but not limited to compliance with the Master Services Agreement) to deliver the Authority's overall ICT infrastructure and associated services in an efficient, cost-effective, flexible and sustainable way that minimises service disruptions.
- 2.2 The AMS Supplier shall provide the AMS Services and the Cross Tower Services during the Term in accordance with this Agreement and the Master Services Agreement.
- 2.3 The AMS Supplier shall provide the AMS Services and the Cross Tower Services in such manner so as to ensure that at all times the FITS Services are fully interoperable and that any one or more of the FITS Services is capable of being transferred to any Other FITS Supplier, to the Authority itself or to any Replacement AMS Supplier.
3. **DUE DILIGENCE**
- 3.1 The AMS Supplier acknowledges that it:
- 3.1.1 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;
- 3.1.2 has raised all relevant due diligence questions with the Authority before the Effective Date; and
- 3.1.3 has entered into this Agreement and the Master Services Agreement in reliance on its own due diligence alone.

- 3.2 The AMS Supplier acknowledges that it has inspected the End to End ICT Environment and has advised the Authority of any aspect of the End to End ICT Environment that is not suitable for the provision of the AMS Services and that any necessary actions to remedy the unsuitable aspects of the End to End ICT Environment, together with a timetable for and the costs of those actions, have been specified in schedule 6.1 (Project Management).
- 3.3 If the AMS Supplier has either failed to inspect the End to End ICT Environment or failed to notify the Authority of any required remedial actions in accordance with clause 3.2 then the AMS Supplier shall not be entitled to recover any additional costs or charges from the Authority relating to any unsuitable aspects of the End to End ICT Environment except in respect of any latent structural defect in the Authority Premises. The burden of proof shall be on the AMS Supplier 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 AMS Supplier shall not incur such additional costs or charges without obtaining the Authority's prior written consent.

SECTION B - SERVICE TRANSITION, DELIVERY AND ACCEPTANCE

4. COMPLIANCE WITH PLANS

- 4.1 The AMS Supplier shall deliver and implement its AMS Supplier Solution in accordance with schedule 4.1 (AMS Supplier Solution).
- 4.2 When undertaking Projects that have Milestones the AMS Supplier shall meet the Acceptance Criteria for each by the due date for each Milestone.
- 4.3 Any changes to any Project Plans and any other Documentary Deliverable shall be handled in accordance with schedule 8.2 (Change Control Procedure).
- 4.4 Not used

Future Services

- 4.5 Schedule 6.1 (Project Management) shall also be relevant and be applied to deliver any Future Services.
- 4.6 The AMS Supplier shall provide Work In Progress and Future Services in accordance with schedule 6.1 (Project Management) and any relevant Project Plans and the AMS Supplier shall monitor the performance of such services against the Project Plans.
- 4.7 Any changes to any Project Plan or any Documentary Deliverable shall be subject to Configuration Management in accordance with schedule 2.1 (Service Requirements).

5. MILESTONES, TESTING AND APPROVAL

Milestones

- 5.1 The AMS Supplier shall be responsible for Achieving all Milestones in accordance with this Agreement. For a Milestone to be Achieved, a Test Certificate has been issued in respect of all components which are to be tested, all Acceptance Criteria for that Milestone must have been met and a Milestone Achievement Certificate issued by the Authority in relation to it. The Acceptance Criteria for a Milestone shall be established, settled and augmented in accordance with Part 3 of schedule 6.1 (Project Management) and established in accordance with the applicable acceptance, testing and/or evaluation procedure for that Milestone. This shall include without limitation:
- 5.1.1 Approval by the Authority of all Documentary Deliverables associated with that Milestone in accordance with the Document Approval Procedure set out in schedule 8.7 (Document Approval Procedure), schedule 6.1 (Project Management) and their Approval Criteria;
 - 5.1.2 Approval by the Authority of all non-documentary Deliverables associated with that Milestone in accordance with the applicable testing procedure, such as any Service Acceptance Testing process, and their agreed Approval Criteria; and
 - 5.1.3 Approval by the Authority of the Test Success Criteria in accordance with Part 3 of schedule 6.1 (Project Management).
- 5.2 Any Charges related to the Achievement of a Milestone shall only be payable following the issue by the Authority of a Milestone Achievement Certificate and the AMS Supplier may not issue an invoice for the Charges prior to receipt of such Milestone Achievement Certificate.
- 5.3 The Authority shall issue Milestone Achievement Certificates within ten (10) Working Days of the Acceptance Criteria for the relevant Milestone having been met and demonstrated as such to the Authority.

Approval

- 5.4 All non-documentary Deliverables shall be assessed in accordance with the Quality Criteria, the Service Validation and Testing Policies and Procedures and shall only be Approved once the Authority agrees the Deliverable meets its applicable Approval Criteria (which shall include but are not limited to the successful completion of the Service Validation and Testing Policies and Procedures). All Documentary Deliverables shall be subject to the Document Approval

Procedure or (as applicable to the Documentary Deliverables referred to therein) the provisions in paragraph 1.11 of Part 1 of schedule 6.1 (Project Management).

- 5.5 Without prejudice to the Charges, each party shall bear its own costs in respect of the application of schedule 6.1 (Project Management), the Service Validation and Testing Policies and Procedures and Document Approval Procedure. However, if a Deliverable does not successfully meet its Approval Criteria or pass the Document Approval Procedure by the Milestone Date or in the case of a Documentary Deliverable, by the due date expressly set out in this Agreement, then the provisions of clause 5.6 shall apply. If the AMS Supplier successfully Achieves the applicable Approval Criteria associated with any Deliverable the Authority shall notify the AMS Supplier accordingly in accordance with any timescales and processes set out in this Agreement or (failing such provisions) in writing within a reasonable period.
- 5.6 If the AMS Supplier does not successfully complete or Achieve any Approval, Service Validation and Testing Policies and Procedures or Document Approval Procedure by the relevant Milestone Date or in the case of a Documentary Deliverable, by the due date expressly set out in this Agreement, the provisions of clauses 6 (Delays - General Provisions), 7 (Delays Due to AMS Supplier Default), 8 (Delays to Milestones due to Authority Cause) and 9 (Delays Due to More Than One Party) shall apply as appropriate.
- 5.7 Notwithstanding the issuing of any Milestone Achievement Certificate under clause 5.3 or notification of Approval under clause 5.5, the AMS Supplier shall remain solely responsible for ensuring that the AMS Supplier Solution as designed and developed is suitable for the delivery of the AMS Services and the Cross Tower Services, for ensuring that the AMS Services are implemented in accordance with this Agreement and that the Service Levels are achieved. No waiver or estoppel shall arise as a result of the issue of (i) a Milestone Achievement Certificate or notification of Approval under clause 5.5, (ii) a conditional Milestone Achievement Certificate or notification of Approval pursuant to clause 7.2.1.
- 5.8 The AMS Supplier acknowledges that any certificate or notification of the successful completion of any Deliverable or Milestone provided by the Authority pursuant to clauses 5.1 to 5.4 shall not relieve the AMS Supplier from any liability, responsibility or obligation to provide the AMS Services in accordance with the Service Descriptions set out in schedule 2.1 (Service Requirements) and the Service Levels set out in schedule 2.2 (Service Performance Management) or from any liability in respect of the application of the Delay Payments or Service Credits pursuant to schedule 7.1 (Charging and Invoicing) or any other obligation of

the AMS Supplier or any remedy of the Authority under this Agreement and/or the Master Services Agreement.

Milestone Payments

- 5.9 Not used.

Document Approval Procedure

- 5.10 The AMS Supplier shall submit any relevant Documentary Deliverable for Approval in accordance with the applicable Document Review Plan, shall follow the applicable provisions of the Document Approval Procedure and shall meet its respective obligations under such Document Review Plan.

Approval Success

- 5.11 The Document Approval Procedure shall be recorded as successful where at the end of the review all the relevant Quality Criteria for the review are met and the Authority has notified the AMS Supplier in writing by means of an Approval Certificate ("**Approval Success**").

Approval Failure

- 5.12 The Document Approval Procedure shall record an approval failure where at the end of the review any of the relevant Quality Criteria for a review are not met ("**Approval Failure**"). The Authority may notify the AMS Supplier of the reasons for such Approval Failure.
- 5.13 Where there is an Approval Failure pursuant to clause 5.12, the Authority may fix revised dates in the Document Review Plan and the AMS Supplier shall correct the errors which caused the Approval Failure and the Document Approval Procedure shall be re-performed according to such revised dates.
- 5.14 If an Approval Failure (or any proposed extension to the Document Review Plan following such Approval Failure) results in or is likely to result in the failure by the AMS Supplier to Achieve a Milestone, then without prejudice to the Authority's other rights and remedies under this Agreement, clauses 6 and 7 shall apply as appropriate.
- 5.15 Each party shall bear its own costs in respect of the Document Approval Procedure, unless there is an Approval Failure in which case the AMS Supplier shall pay any costs incurred by the Authority in further review or re-trialling of a Documentary Deliverable pursuant to clause 5.13 or as a result of an Approval Failure.

6. DELAYS - GENERAL PROVISIONS

- 6.1 If, at any time, the AMS Supplier becomes aware that it will not (or is unlikely to) Achieve any Milestone by the Milestone Date or obtain the Authority's Approval of any Deliverable by its due date the AMS Supplier shall as soon as reasonably practicable notify the Authority of the fact of the Delay and summarise the reasons for it. A due date shall include any date that is a contractual time period, a date for Achievement of a Deliverable in the Project Plans or any date that is identified in the extant Project Plans.
- 6.2 The AMS Supplier shall, as soon as reasonably practicable and in any event not later than ten (10) Working Days after the initial notification under clause 6.1, give the Authority full details in writing of:
- 6.2.1 the reasons for the Delay;
 - 6.2.2 the consequences of the Delay; and
 - 6.2.3 if the AMS Supplier claims that the Delay is due to an Authority Cause, the reason for making that claim.
- 6.3 Whether the Delay is due to an Authority Cause or not, the AMS Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences (including financial, time or otherwise) of the Delay, including but not limited to complying with its obligations under the Master Services Agreement. Where it appears that the Delay may be caused by an Exiting Supplier, any Other FITS Supplier, any Collaborating Supplier or any Other Authority Provider(s), the AMS Supplier shall provide all necessary assistance in establishing the causes of the Delay and whether the Exiting Supplier, Other FITS Supplier, Collaborating Supplier or Other Authority Provider is indeed responsible for the Delay.
- 6.4 Where the AMS Supplier considers that a Delay is being caused or contributed to by an Authority Cause, the Authority shall not be liable to compensate the AMS Supplier for Delays to which clauses 8 or 9 apply unless the AMS Supplier has fulfilled its obligations set out in, and in accordance with, clauses 6.1, 6.2 and 6.3.
- 6.5 Any Disputes about or arising out of Delays shall be resolved through the Dispute Resolution Procedure. Pending the resolution of the Dispute both parties shall continue to work to resolve the causes of, and mitigate the effects of, the Delay.

Correction Plan

- 6.6 The AMS Supplier shall submit a draft Correction Plan where:
- 6.6.1 it becomes aware that it will not (or is reasonably likely not to) Achieve a Milestone by the Milestone Date;
 - 6.6.2 it has failed to Achieve a Milestone by its Milestone Date, whether that failure arises because of:
 - 6.6.2.1 a failure to submit any or all Deliverables in respect of that Milestone for Approval;
 - 6.6.2.2 the failure of any or all Deliverables successfully to obtain Approval; or
 - 6.6.2.3 any other non-conformance or failure to achieve Acceptance Criteria in respect of that Milestone;
 - 6.6.3 it becomes aware that it will not (or is reasonably likely not to) be able to submit a Deliverable by the scheduled date for delivery of that Deliverable;
 - 6.6.4 any Service Validation and Testing Policies and Procedures, Approval Criteria or Document Approval Procedure is not completed successfully in relation to a Deliverable by the due date; or
 - 6.6.5 it becomes aware any Service Validation and Testing Policies and Procedures, Approval Criteria or Document Approval Procedure will not (or is reasonably likely not to) be completed successfully in relation to a Deliverable by the due date.
- 6.7 The draft Correction Plan shall identify the issues arising out of the Delay and the steps that the AMS Supplier proposes to take to Achieve the Milestone or obtain Approval of the Deliverable (as appropriate) in accordance with this Agreement.
- 6.8 The draft Correction Plan shall be submitted to the Authority, for its approval as soon as possible and in any event not later than ten (10) Working Days (or such other period as the Authority may permit and notify to the AMS Supplier in writing) after the initial notification under clause 6.1, the issue of a Non-conformance Report or (if neither of these applies) the relevant event under clause 6.6.

- 6.9 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 AMS Supplier of its reasons promptly following its decision to withhold approval and the AMS Supplier shall take those reasons into account in the preparation of a further draft Correction Plan, which shall be resubmitted to the Authority within five (5) Working Days of the rejection of the first draft.
- 6.10 The AMS Supplier shall comply with its Correction Plan following its approval by the Authority.
- 6.11 Production, approval and/or implementation of a Correction Plan shall not prevent the Authority from exercising any other rights and remedies under this Agreement or otherwise in relation to the applicable matter.

Bounded Mechanisms

- 6.12 Any Bounded Mechanisms agreed to in accordance with schedule 7.1 (Charging and Invoicing) shall apply in accordance with the terms applying to them, and the provisions of this clause 6 and clauses 7 to 9 shall be subject to those Bounded Mechanisms.

7. DELAYS DUE TO AMS SUPPLIER DEFAULT

- 7.1 If a Deliverable does not satisfy the relevant Approval Criteria and/or a Milestone is not Achieved due to the AMS Supplier's Default, the Authority shall issue a Non-conformance Report to the AMS Supplier describing the applicable non-conformities or issues. The Authority will then have the options set out in clause 7.2.
- 7.2 The Authority may at its discretion (without waiving any rights in relation to the other options) choose to:
- 7.2.1 issue a Milestone Achievement Certificate under clause 5.3 or notification of Approval under clause 5.5 conditional on the remediation of the non-conformities or other issues, in accordance with an approved Correction Plan; and/or
 - 7.2.2 in relation to material non-conformances or issues (including without limitation failure to Achieve Milestones or pass Service Validation and Testing Policies and Procedures successfully (other than where such Service Validation and Testing Policies and Procedures are agreed in writing not to trigger the right in this clause 7.2.2)) refuse to issue a conditional Milestone Achievement Certificate or notification of Approval in accordance with clause 7.2.1 until the date when the Milestone is Achieved or the Deliverable Approved in accordance with an approved

Correction Plan and/or exercise any right it may have under clause 57.1 (Termination for Cause by the Authority).

7.3 Delay Payments shall be payable by the AMS Supplier on demand, where schedule 7.1 (Charging and Invoicing) or any relevant agreed project documentation identifies that Delay Payments are payable in respect of any Milestone or Deliverable that is not Achieved or Approved by its due date for being Achieved or Approved (as appropriate). The Delay Payments will accrue on a daily basis from the relevant due date and will continue to accrue until the date when the Milestone is Achieved or the Deliverable Approved in accordance with an approved Correction Plan.

7.4 Where neither schedule 7.1 (Charging and Invoicing) nor the relevant agreed project documentation specifies that Delay Payments will be payable in respect of a Milestone or Deliverable the Authority reserves its rights. Otherwise Delay Payments are provided as the primary financial remedy for the AMS Supplier's failure to Achieve a Milestone by the relevant Milestone Date or provide the relevant Deliverable(s) and it shall be the Authority's exclusive financial remedy except where:

7.4.1 the Authority is otherwise entitled to terminate this Agreement for the AMS Supplier's Default; or

7.4.2 the failure to Achieve the Milestone or obtain the Authority's Approval of the Deliverable(s) exceeds the expiry of any relevant Exiting Contract(s) (or any relevant services under the relevant Exiting Contract(s)) and/or means that any ATP Milestone will only be Achieved after the expiry of any relevant Exiting Contract(s) (or any relevant services under the relevant Exiting Contract(s)); or

7.4.3 Service Credits become payable in respect of any Service Level in a subsequent Service Measurement Period where the Authority has used its discretion to issue a Milestone Achievement Certificate or notification of Approval under clause 7.2.1 in respect of any ATP Milestone or SCD Milestone; or

7.4.4 any additional cost or liability is incurred by the Authority to an Exiting Supplier or any other third party; or

7.4.5 the Maximum Delay Payment Period for a Milestone is exceeded,

provided that during the Maximum Delay Payment Period only the Authority shall not be entitled to also claim for Anticipated Savings in addition to Delay Payments under clauses 7.4.2, 7.4.4 and 7.4.5.

- 7.5 Where the Authority issues a conditional Milestone Achievement Certificate or notification of Approval as specified in clause 7.2.1, it may (at its discretion) extend the Milestone Date (or due date for Approval) and any subsequent dates.
- 7.6 Any Correction Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate or notification of Approval unless the Authority is willing to agree otherwise. In the latter case the AMS Supplier shall submit a Correction Plan for approval by the Authority within five (5) Working Days of receipt of the Non-conformance Report.
- 7.7 Notwithstanding clause 7.3, where a Correction Plan issued under this clause 7 provides for Authority Testing or Approval of any Deliverable, the Authority shall (without limitation to any other rights or remedies) be entitled to recover from the AMS Supplier any reasonable additional costs it may incur as a direct result of further approval review or re-Testing of the Deliverable provided that such amounts will be subject to clause 54 (Limitations on Liability).

8. DELAYS TO MILESTONES DUE TO AUTHORITY CAUSE

- 8.1 Without prejudice to clause 6.3 and subject to clause 6.4, if the AMS Supplier would have been able to Achieve the Milestone by its Milestone Date or obtain the Authority's Approval of any Deliverable by its scheduled date (in both cases demonstrated to the Authority's satisfaction) but has failed to do so as a result of an Authority Cause the AMS Supplier will have the rights and relief set out in this clause 8 provided that the Dependencies Register or Delivery Dependencies Log includes a Dependency on the Authority (or, under clause 27.12 of the Master Services Agreement, is deemed to do so) related to the Authority Cause that is expressly linked to Achievement of the Milestone or completion of the Deliverable.
- 8.2 The AMS Supplier shall (subject to any provisions of clause 27.10 of the Master Services Agreement):
- 8.2.1 subject to clause 8.3, be allowed an extension of time equal to the Delay caused by that Authority Cause (other than to the extent it can reasonably recover the effect of the Delay in less than that period);
 - 8.2.2 not be in breach of this Agreement as a result of the failure to Achieve the relevant Milestone by its Milestone Date or obtain the Authority's Approval of the relevant Deliverable by its scheduled date;
 - 8.2.3 have no liability for Delay Payments in respect of the relevant Milestone or Deliverable to the extent that the Delay results directly from the Authority Cause; and

- 8.2.4 be entitled to compensation as set out in clause 8.4.
- 8.3 The Authority Representative, acting reasonably, shall:
- 8.3.1 consider the duration of the Delay, the nature of the Authority Cause and the effect of the Delay and the Authority Cause on the AMS Supplier's ability to comply with the any relevant Project Plan;
 - 8.3.2 consult with the AMS Supplier Representative in determining the effect of the Delay;
 - 8.3.3 fix a Revised Milestone Date or date by which to obtain the Authority's Approval of any Deliverable; and
 - 8.3.4 if appropriate, make any consequential revision to subsequent Milestone Dates and other dates in the Project Plans.
- 8.4 If the AMS Supplier has demonstrated to the Authority's satisfaction that the AMS Supplier has incurred a direct loss and/or expense as a result of a Delay due to an Authority Cause, the AMS Supplier shall be entitled to compensation to the extent that it cannot mitigate that loss or expense. The AMS Supplier shall provide the Authority with any information the Authority may require in order to assess the validity of the AMS Supplier's claim to compensation.
- 8.5 Any Change that is required to dates in any relevant Project Plan pursuant to clause 8.3 or the Charges pursuant to clause 8.4 shall be implemented in accordance with the Change Control Procedure. If the AMS Supplier's analysis of the effect of the Delay in accordance with clause 6.2 permits a number of options, then the Authority shall have the right to select which option shall apply.
- 8.6 The Authority shall not delay unreasonably when considering and determining the effect of a Delay under this clause 8 or in agreeing a resulting Change pursuant to the Change Control Procedure.
- 8.7 The AMS Supplier shall and shall procure that each Sub-contractor shall take and continue to take all reasonable steps to eliminate or, if this is not possible, mitigate any Delays, losses and/or expenses that it incurs as a result of an Authority Cause.

9. DELAYS DUE TO MORE THAN ONE PARTY

Without prejudice to clause 6.3 and subject to clause 6.4, where a Delay is attributable in part to the AMS Supplier's Default (or any other cause for which the Authority is not obliged to

provide compensation) 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 and compensation payable pursuant to clause 8.4 (Delays to Milestones Due to Authority Cause) may be recoverable subject to reductions to reflect the extent to which the Authority and any other cause respectively has contributed to the Delay. If necessary, the parties may escalate the matter in accordance with the Dispute Resolution Procedure.

10. TRANSFER OF ASSETS AND THIRD PARTY AGREEMENTS

10.1 With effect from the applicable Agreed Transfer Date (as this term is defined in schedule 6.3 (Asset Transfers)) relating to the Transferring In Asset(s) or the SCD relating to the AMS Services to which the applicable Transferring In Third Party Agreement(s) relate the Authority shall:

10.1.1 sell to the AMS Supplier and the AMS Supplier shall purchase the Transferring In Assets; and

10.1.2 subject to clause 10.5, transfer the Transferring In Third Party Agreements to the AMS Supplier.

10.2 The aggregate purchase price of the Transferring In Assets is [REDACTED]. Such sum shall be paid by the AMS Supplier to the Authority by bank transfer on the Effective Date.

10.3 Risk and, subject to the AMS Supplier complying with clause 10.2, title in the Transferring In Assets shall pass to the AMS Supplier on the applicable Agreed Transfer Date being the date on which the Transferring In Assets are collected by and transfer to the AMS Supplier. The AMS Supplier shall be wholly responsible for the packaging, haulage and carriage of the Transferring In Assets from the Exiting Supplier(s)' sites to the locations that are required for the provision of the AMS Services, including the AMS Supplier Sites and unpacking and removing the packaging from such locations as and when they are required for provision of the AMS Services and in each case at the AMS Supplier's sole cost.

10.4 The AMS Supplier acknowledges that it has had the opportunity of inspecting the Transferring In Assets to satisfy itself as to the condition of the same and its suitability and sufficiency to perform the AMS Services in accordance with the provisions of clause 11 (Services). As such, the Authority sells the Transferring In Assets, "as is" and hereby excludes in relation to such equipment all representations (unless fraudulent), warranties and conditions and other

contractual terms howsoever arising (whether by statute, common law or otherwise) to the maximum extent permitted by Law.

- 10.5 The Authority shall use reasonable endeavours to assign, novate or transfer each of the Transferring In Third Party Agreements with effect from the SCD to which those Transferring In Third Party Agreements relate. If any consent of any third party is required to the assignment, novation or transfer of a Transferring In Third Party Agreement and has not been obtained at or prior to the applicable SCD, the Authority and the AMS Supplier shall each use all reasonable endeavours to obtain that consent as soon as possible after the applicable SCD. Unless or until any Transferring In Third Party Agreement is assigned, novated or transferred or any necessary consent is obtained, the parties shall work together, in good faith, to agree an alternative solution which may include the AMS Supplier finding an alternative source of supply and/or the Authority holding the benefit of the relevant Transferring In Third Party Agreement as agent for the AMS Supplier.
- 10.6 The AMS Supplier undertakes to observe and fulfil all the Authority's obligations under and to perform the Transferring In Third Party Agreement after the applicable SCD and shall indemnify the Authority against any loss or damage which it may suffer as a result of the AMS Supplier's breach of any of terms of the Transferring In Third Party Agreement.
- 10.7 The Authority will allow the AMS Supplier to use those Hardware Assets identified in schedule 6.3 (Asset Transfers) as are reasonably required for the purpose of providing the AMS Services only.
- 10.8 With the exception of the laptop Hardware Assets identified in Part A of table 1 in schedule 6.3 (Asset Transfers) and the Hardware Assets used by the AMS Supplier's Key Sub-contractor [REDACTED] identified in Part B of table 1 in schedule 6.3 (Asset Transfers), whilst the Hardware Assets are being used by the AMS Supplier in the provision of the AMS Services in accordance with clause 10.7, the AMS Supplier shall maintain and repair such Hardware Assets, as is reasonably necessary and in consultation and agreement with the Authority. Such maintenance and repair shall be carried out or procured by the AMS Supplier at no additional cost to the Authority including, for the avoidance of doubt, during any period after any warranties and/or indemnities in respect of the Hardware Assets have expired. For the avoidance of doubt, the AMS Supplier's obligation to maintain and repair the Hardware Assets in this clause 10.8 shall only apply to Hardware Assets used by the AMS Supplier in the provision of the AMS Services.

- 10.9 The AMS Supplier shall notify the Authority immediately on becoming aware of any damage caused by the AMS Supplier, its agents, employees or Sub-contractors to the Hardware Assets in the course of providing the AMS Services.

SECTION C - SERVICE SUPPLY

11. SERVICES

- 11.1 The AMS Supplier shall provide the AMS Services and the Cross Tower Services from the Effective Date and shall ensure that the AMS Services and (subject to the Master Services Agreement) the Cross Tower Services:

11.1.1 comply in all respects with applicable provisions of the Service Requirements as set out in schedule 2.1 (Service Requirements) in accordance with (from the Effective Date) the Service Levels and Key Performance Indicators;

11.1.2 are supplied in accordance with the AMS Supplier's Solution and the terms of this Agreement and the Master Services Agreement; and

the AMS Supplier shall not use Transferring In Assets or the AMS Supplier ICT Environment unless where agreed as for "Shared Use" and set out as such in the Assets Registers maintained in accordance with schedule 2.1 (Service Requirements) other than for the provision of the FITS Services except with the prior consent of the Authority.

- 11.2 Without prejudice to clause 11.1, the AMS Supplier shall supply the AMS Services (whether in their entirety or in part):

11.2.1 from receipt of a Milestone Achievement Certificate in respect of Authority to Proceed for the relevant part of the AMS Services (and the AMS Supplier shall ensure that this occurs prior to or on the due date for the applicable ATP Milestone); and

11.2.2 in accordance with clause 12.

- 11.3 The AMS Supplier shall perform its obligations under this Agreement and the Master Services Agreement, including those in relation to the other FITS Services, in accordance with:

11.3.1 Good Industry Practice;

11.3.2 the AMS Supplier's own established procedures and practices;

- 11.3.3 the Security Policy;
 - 11.3.4 the Quality Plans;
 - 11.3.5 the HR Policies; and
 - 11.3.6 the Authority's ICT Strategy [REDACTED]
- 11.4 The AMS Supplier shall draw any conflict between any of the requirements of clause 11.1 and the requirements of clause 11.3 to the attention of the Authority and shall comply with the Authority's decision on the resolution of that conflict.
- 11.5 The AMS Supplier shall ensure that the AMS Services, the Cross Tower Services and the AMS Supplier ICT Environment integrate with the Authority's ICT Environment and the FITS Supplier ICT Environments, including as set out in schedule 2.1 (Service Requirements) and other provisions of this Agreement and the Master Services Agreement.
- 11.6 In the event of the AMS Supplier's failure to provide the AMS Services or the Cross Tower Services or to comply with its obligations in accordance with this Agreement and/or the Master Services Agreement, the Authority may, without prejudice to its other rights, require the AMS Supplier to re-perform the AMS Services and/or Cross Tower Services and/or to comply with its obligations.
- 11.7 The provisions of this clause 11 in relation to Cross Tower Services shall be subject to the provisions of the Master Services Agreement, including in relation to liability in respect of them.

Future Services

- 11.8 The Authority may agree with the AMS Supplier in accordance with schedule 8.2 (Change Control Procedure) for the AMS Supplier to provide Future Services. The AMS Supplier acknowledges that the Authority is not obliged to take any Future Services from the AMS Supplier and that nothing prevents the Authority from receiving services from any third party.
- 11.9 Following agreement to the provision of a Future Service in accordance with clause 11.8, the AMS Supplier shall:
- 11.9.1 implement the relevant Future Service in accordance with the applicable Project Plan, schedule 2.3 (Standards) and ITIL; and

- 11.9.2 subject all non-documentary Deliverables under the relevant Future Service to Approval as agreed or appropriate, with associated Documentary Deliverables being subject to the Document Approval Procedure.
- 11.10 Clauses 5 to 9 shall apply to Future Services.
- 11.11 Following the successful implementation of Future Services:
- 11.11.1 such Future Services implemented in accordance with these clauses 11.8 to 11.11 (inclusive) shall become part of the AMS Services for the purpose of all other sections, clauses, obligations and rights contained within this Agreement and/or the Master Services Agreement;
- 11.11.2 any additional or reduced charges for any such new or amended AMS Services shall be incorporated in the Charges; and
- 11.11.3 any Services Levels in respect of such new or amended AMS Services shall be incorporated in schedule 2.2 (Service Performance Management).

12. SERVICE LEVELS

- 12.1 For any part or parts of the AMS Services, the AMS Supplier shall provide the AMS Services to meet or exceed the Service Levels and the Key Performance Indicators from the Effective Date or any applicable SCD Milestone as set out in any Project Plan. The remaining provisions of this clause 12 are subject to the provisions of clause 13 (Liability in the Operational Phase).
- 12.2 If there is a Service Failure or if the AMS Supplier believes that there will be a Service Failure, the AMS Supplier shall notify the Authority promptly of the Service Failure or likely Service Failure and immediately take all remedial action that is necessary to rectify and/or (as the case may be) to prevent the Service Failure from taking place or recurring;
- 12.3 If there is a Service Level Failure, or if the AMS Supplier believes that there will be a Service Level Failure, the AMS Supplier shall:
- 12.3.1 notify the SIAM Supplier and immediately take all remedial action that is reasonable to rectify and/or (as the case may be) to prevent the Service Level Failure from taking place or recurring;
- 12.3.2 where required in accordance with schedule 2.2 (Service Performance Management), provide the SIAM Supplier with and/or contribute to an action plan, Exception Report and/or Recovery Plan setting out the action that it will take to

- rectify the Service Level Failure and/or (as the case may be) to prevent the Service Level Failure from taking place or recurring; and
- 12.3.3 carry out any action plan and/or Recovery Plan agreed in accordance with schedule 2.2 (Service Performance Management) in accordance with its terms.
- 12.4 Subject to any Service Credit limit set out at paragraph 9.2 of schedule 7.1 (Charging and Invoicing) and other provisions in schedule 2.2 (Service Performance Management), where applicable the AMS Supplier shall automatically credit the Authority with Service Credits in accordance with schedule 7.1 (Charging and Invoicing). Service Credits shall be shown as a deduction from the amount due from the Authority to the AMS Supplier in the next invoice then due to be issued under this Agreement. If no invoice is due to be issued then the AMS Supplier shall issue a credit note against the previous invoice and the amount for the Service Credits shall be repayable by the AMS Supplier as a debt within ten (10) Working Days of issue.
- 12.5 Where Service Credits are provided as a remedy for Service Level Failure in respect of the relevant AMS Services they shall be the Authority's exclusive financial remedy except where:
- 12.5.1 any Service Level Failure exceeds the Service Level Threshold;
- 12.5.2 the failure to perform the AMS Services in accordance with the Service Levels has arisen due to theft, gross negligence, fraud, or wilful default;
- 12.5.3 a Service Failure results in:
- 12.5.3.1 corruption or loss of data;
- 12.5.3.2 a compensation payment to a third party; or
- 12.5.3.3 a threat to the security of the Authority or any of its operations;
- 12.5.4 the Authority is otherwise entitled to or does terminate this Agreement for the AMS Supplier's Default pursuant to clauses 57.1 and 57.3;
- 12.5.5 a Critical Service Failure occurs; or
- 12.5.6 schedule 2.2 (Service Performance Management) provides otherwise.
- 12.6 Where Service Credits are not provided as a remedy for a Service Failure and the AMS Supplier has failed to address such a Service Failure to the reasonable satisfaction of the Authority, then

the Authority may, on written notice to the AMS Supplier, withhold a proportionate amount of the Service Charges for those Services until such time as the relevant Service Failure is remedied. Provided that the relevant Service Failure is remedied (and adequate steps are taken to prevent re-occurrence) to the Authority's satisfaction, the Authority shall resume payment of the relevant part of the Service Charges, including payment of the amount retained.

- 12.7 The Authority may make any changes to the Service Levels in accordance with schedule 2.2 (Service Performance Management).

13. LIABILITY IN THE OPERATIONAL PHASE

- 13.1 If the AMS Supplier would have provided the AMS Services in accordance with the Service Levels and/or this Agreement but has failed to do so as a result of an Authority Cause the AMS Supplier will have the rights and relief set out in clause 13.2 (subject to any provisions of the Master Services Agreement in relation thereto). The Authority shall not be responsible or liable for (and the AMS Supplier shall not be excused any obligation under this Agreement in relation to) any failure by an Other FITS Supplier to comply with schedule 3.2 (Other Service Towers Responsibilities) or any other act or omission of an Other FITS Supplier other than to the extent provided in the Master Services Agreement and/or schedule 2.2 (Service Performance Management). Where and to the extent any such excuse applies, clauses 12 and 13 shall apply subject to the applicable provisions of the Master Services Agreement and/or schedule 2.2 (Service Performance Management).

- 13.2 The AMS Supplier shall:

13.2.1 (in measuring the performance of any affected Service) be treated as though the relevant AMS Service had met the relevant Service Level to the extent that the Service Level Failure is due to any Authority Cause;

13.2.2 not be treated as being in breach of this Agreement to the extent that non-performance or breach is due to any Authority Cause; and

13.2.3 be entitled to the Charges for the relevant AMS Services affected by the Authority Cause as if the Authority Cause had not occurred.

- 13.3 If the AMS Supplier claims that clause 13.1 applies, and in order to claim the rights and reliefs in clause 13.2, it shall provide the Authority with details of the Authority Cause as part of the management information that it is obliged to provide at the end of the relevant Service Measurement Period (and no later than ten (10) Working Days after the end of the relevant Service Measurement Period).

- 13.4 Any Disputes about or arising out of whether an Authority Cause applies to the AMS Supplier's failure to provide the AMS Services in accordance with the Service Levels and/or this Agreement shall be resolved 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.

14. **STANDARDS AND REFERENCED DOCUMENTS**

- 14.1 The AMS Supplier shall comply with the Standards and the documents set out in schedule 11 (Referenced Documents) in performing its obligations under this Agreement.
- 14.2 The AMS Supplier shall discuss with the Authority any conflict that the AMS Supplier reasonably believes that there is or will be between any of the Standards or Referenced Documents, or between any of the Standards or Referenced Documents and any other obligation under this Agreement and/or the Master Services Agreement, and shall comply with the Authority's decision on the resolution of that conflict.

15. **QUALITY MONITORING**

- 15.1 In addition to the provisions of schedule 2.2 (Service Performance Management) and schedule 8.1 (Governance), the Authority Representative may carry out audits of the AMS Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures) at regular intervals. The parties anticipate that these audits will be carried out at intervals of approximately three (3) months, but the Authority Representative may carry out other periodic monitoring or spot checks at any other time. In each case, the AMS Supplier shall co-operate, and shall procure that its Sub-contractors co-operate, with the Authority Representative, including by providing the Authority Representative with all information and documentation, and access to any relevant AMS Supplier Personnel and/or to any relevant Site, which he reasonably requires in connection with his rights under this clause 15 at no additional charge to the Authority.
- 15.2 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material Default by the AMS Supplier in which case the AMS Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

16. **SERVICES IMPROVEMENT**

- 16.1 The AMS Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the AMS Services and, also, the other FITS Services in accordance

with this clause 16 and schedule 2.1 (Service Requirements). As part of this obligation the AMS Supplier shall identify and report to the Architectural Board on a quarterly basis throughout the Term on:

- 16.1.1 the emergence of new and evolving relevant technologies which could improve the End to End ICT Environment and/or the End to End Services, and those technological advances potentially available to the AMS Supplier, the FITS Suppliers and the Authority in relation to each FITS Service which the parties may wish to adopt; and/or
 - 16.1.2 new or potential improvements to the End to End Services including, without limitation, the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the End to End Services; and/or
 - 16.1.3 new or potential improvements to the interfaces or integration of the End to End Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or in reduction of operational risk; and/or
 - 16.1.4 changes in business processes and ways of working that would enable the End to End Services to be delivered at lower costs and/or at greater benefits to the Authority; and/or
 - 16.1.5 changes to the End to End ICT Environment, business processes and ways of working that would enable reductions in the total energy consumed annually in the delivery of the End to End Services.
- 16.2 The AMS Supplier shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvement should be implemented, including whether or not such improvement would give rise to any addition to or reduction in the Charges or whether it could be implemented within the current pricing of this Agreement. The AMS Supplier shall provide any further information that the Authority requests.
- 16.3 The Authority shall at all times be responsible for determining its own ICT strategy. The Authority may notify the AMS Supplier of any changes to the Authority's ICT strategy and request the AMS Supplier to consider, review and respond to that strategy. If, in the AMS Supplier's opinion, any notified change to the Authority ICT strategy would impact upon the provision of the AMS Services, the AMS Supplier shall refer the matter to the Change Control Procedure.

- 16.4 If the Authority wishes to incorporate any improvement identified by the AMS Supplier the Authority shall send the AMS Supplier a Change Request Part A: Initial Request and the parties shall:
- 16.4.1 develop a plan for the implementation of the improvement within twenty (20) Working Days of the Authority's Change Request Part A: Initial Request for the approval of the Authority;
 - 16.4.2 implement the improvement in accordance with the provisions of an implementation plan Approved by the Authority and agreed with any affected Supplier(s); and
 - 16.4.3 submit the improvements to testing in accordance with the provisions of clause 5 (Milestones, Testing and Approval).
- 16.5 Where something which can form the subject matter of this clause 16 would also form the subject matter of the continual improvement provisions of the Master Services Agreement, it will be dealt with in accordance with those provisions.

17. **EQUIPMENT**

- 17.1 Risk in all tangible assets used by the AMS Supplier for the provision of the AMS Services or Cross Tower Services or provided to the Authority in connection with the provision of the AMS Services or Cross Tower Services including the Transferring In Assets shall remain with the AMS Supplier, except where any loss or damage arises as a result of any riot (as defined in the Public Order Act 1986) at any prison, any malicious actions of any prisoners or Authority personnel, or any theft which could not reasonably have been prevented by the AMS Supplier.
- 17.2 All the AMS Supplier's property located on the AMS Supplier's Sites, including AMS Supplier Equipment, shall remain at the sole risk and responsibility of the AMS Supplier.
- 17.3 The AMS Supplier shall be solely responsible for the cost of carriage of AMS Supplier Equipment to the Sites and to the Authority Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on termination or expiry, except where transferring to the Authority or to a Replacement AMS Supplier in accordance with schedule 8.5 (Exit Management), the AMS Supplier shall be responsible for the removal of all relevant AMS Supplier Equipment from the Authority Premises, including the cost of packing, carriage and making good the Authority Premises following removal.

- 17.4 Subject to any express provision of the Business Continuity and Disaster Recovery Plan to the contrary, the loss or destruction for any reason of the AMS Supplier Equipment held on any Site shall not relieve the AMS Supplier of its obligation to supply the AMS Services and Cross Tower Services in accordance with the Service Levels, this Agreement and the Master Services Agreement.

SECTION D - PAYMENT AND VALUE FOR MONEY PROVISIONS

18. CHARGING AND INVOICING

- 18.1 In consideration of the AMS Supplier carrying out its obligations, including the provision of the AMS Services and Cross Tower Services under this Agreement and the Master Services Agreement, the Authority shall pay the Charges to the AMS Supplier in accordance with the payment profile and the invoicing procedure specified in schedule 7.1 (Charging and Invoicing).
- 18.2 The AMS Supplier shall ensure that a term is included in any Sub-contract permitted under this Agreement which requires the AMS Supplier to pay any undisputed sums due to the relevant Sub-contractor within a specified period that does not exceed thirty (30) days from the date the AMS Supplier receives the Sub-contractor's invoice. The AMS Supplier shall ensure that the Sub-contractor shall include suitable provisions to impose requirements in any subcontract which it awards for the purposes of delivering AMS Services under this Agreement to the same effect as those required by this clause 18.2.
- 18.3 The AMS Supplier shall not suspend the supply of the Services unless the AMS Supplier is entitled to terminate this Agreement under clause 57.6 for failure to pay undisputed Charges. Interest shall be payable on the late payment of any undisputed Charges properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 18.4 Except as otherwise expressly provided, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under clauses 5 (Milestones, Testing and Approval), 15 (Quality Monitoring), 26 (Audits), 43 (Protection of Personal Data), 44 (Freedom of Information) and, to the extent specified therein, clause 62 (Step-In Rights).

19. TAX

- 19.1 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.

- 19.2 The AMS Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the AMS Supplier's failure to account for or to pay any VAT relating to payments made to the AMS Supplier under this Agreement. Any amounts due under this clause 19.2 shall be paid in cleared funds by the AMS Supplier to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority (or, if later, five (5) Working Days following the date on which the Authority has provided written notice to the AMS Supplier of the liability).
- 19.3 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the AMS Supplier shall:
- 19.3.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
 - 19.3.2 promptly provide to the Authority:
 - 19.3.2.1 details of the steps which the AMS Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - 19.3.2.2 such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

20. **RECOVERY OF SUMS DUE**

The Authority may retain or set off any amount owed to it by the AMS Supplier against any amount due to the AMS Supplier under this Agreement or under any other agreement between the AMS Supplier and the Authority.

21. **VALUE FOR MONEY**

The parties shall comply with their obligations set out in schedule 7.3 (Benchmarking).

22. **FINANCIAL MODEL**

The provisions of schedule 7.5 (Financial Model) shall apply in relation to the Financial Model and the parties shall comply with their respective obligations in schedule 7.5 (Financial Model).

SECTION E - CONTRACT GOVERNANCE**23. REPRESENTATIVES**

- 23.1 Each party appoints the persons named as such in schedule 9.2 (Key Personnel) as the Authority Representative and the AMS Supplier Representative respectively. The Representatives shall have the authority to act on behalf of their respective party on the matters set out in, or in connection with, this Agreement. Either party may, by further written notice to the other party, revoke or amend the authority of its Representative or appoint a new Representative.
- 23.2 The respective Representatives shall be sufficiently senior within the organisation of the appointing party, and granted sufficient authority by that party, to ensure full cooperation in relation to the operation and the management of this Agreement.
- 23.3 The Authority may require the AMS Supplier to replace the AMS Supplier Representative in accordance with clause 30.9 (Key Personnel).

24. GOVERNANCE

The parties agree to manage this Agreement through the governance structure detailed in schedule 8.1 (Governance) and the Master Services Agreement.

25. SUPPLY CHAIN RIGHTS**Sub-contracting**

- 25.1 The AMS Supplier shall not sub-contract any of its obligations under this Agreement without the Authority's prior written consent which, subject to clause 25.2, shall not be unreasonably withheld or delayed.
- 25.2 The Authority may withhold or delay its consent where it considers that:
- 25.2.1 the appointment of a proposed Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of the Authority;
 - 25.2.2 the proposed Sub-contractor is considered to be unreliable and/or has not provided reasonable services to the Authority or its other customers; and/or
 - 25.2.3 the proposed Sub-contractor employs unfit persons.

- 25.3 Subject to clause 25.4, in making a request pursuant to clause 25.1 the AMS Supplier shall provide the Authority with the following information about the proposed Sub-contractor:
- 25.3.1 its name, registered office and company registration number;
 - 25.3.2 a copy of the proposed Sub-contract;
 - 25.3.3 the purposes for which the proposed Sub-contractor will be employed, including the scope of any services to be provided by the proposed Sub-contractor;
 - 25.3.4 if relevant, confirmation that the Sub-contract requires the proposed Sub-contractor to comply with any relevant Service Levels;
 - 25.3.5 where the proposed Sub-contractor is an Affiliate of the AMS Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-contract has been agreed on "arms-length" terms; and
 - 25.3.6 any further information reasonably requested by the Authority.
- 25.4 If the supply of information required pursuant to clause 25.3 would amount to a breach of any rules or regulations of any exchange on which the shares of the AMS Supplier are admitted for listing and/or trading, or any other rules or regulations with which the AMS Supplier is obliged to comply as a result of that listing, the AMS Supplier shall provide the Authority with the relevant information to the fullest extent permitted by those rules and regulations.
- 25.5 The Authority has consented to the engagement of the Sub-contractors listed in schedule 4.3 (Notified Sub-contractors) subject to: i) the provision by the AMS Supplier of the information listed in clause 25.3 within twenty (20) Working Days of the Effective Date (or such other period that the Authority may permit and notify to the AMS Supplier in writing); and ii) such information not giving the Authority grounds for concern in relation to the fitness of the Sub-contractor for its given role.
- 25.6 The AMS Supplier shall not make use of a pre-existing contract with any Sub-contractor, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.
- 25.7 Except where the Authority has given its prior written consent under clause 25.6 or the Authority has required the Key Sub-contract to be novated or assigned from the Authority or an Exiting Supplier (in both of which cases the AMS Supplier shall use reasonable endeavours

to ensure that the applicable Key Sub-contract complies with the following), the AMS Supplier shall ensure that each Key Sub-contract shall include:

- 25.7.1 a right under the Contracts (Rights of Third Parties) Act 1999 for the Authority to enforce the terms of that Key Sub-contract as if it were the AMS Supplier;
- 25.7.2 a provision enabling the AMS Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-contract to the Authority;
- 25.7.3 a provision requiring the Key Sub-contractor to enter into a direct confidentiality agreement with the Authority on the same terms as set out in clause 45 (Confidentiality);
- 25.7.4 a provision requiring the Key Sub-contractor to comply with protection of data requirements pursuant to clauses 42 (Authority Data) and 43 (Protection of Personal Data);
- 25.7.5 a provision requiring the Key Sub-contractor to comply with the restrictions on corrupt gifts and payments pursuant to clause 66 (Prevention of Corruption);
- 25.7.6 a provision restricting the ability of the Key Sub-contractor to further Sub-contract elements of the service provided to the AMS Supplier without first seeking the consent of the Authority;
- 25.7.7 a provision enabling the AMS Supplier, the Authority or any other person on behalf of the Authority to step-in on substantially the same terms as are set out in clause 62 (Step-in Rights); and
- 25.7.8 a provision requiring the Key Sub-contractor to notify the Authority promptly in writing of any material non-payment or late payment of any sums properly due to the Key Sub-contractor from the AMS Supplier under the Sub-contract, under a specified valid invoice and not subject to a genuine dispute;
- 25.7.9 a provision requiring the Key Sub-contractor to:
 - 25.7.9.1 promptly notify the AMS Supplier and the Authority in writing of a Sub-contractor Financial Distress Event or any fact, circumstance or matter which could cause a Sub-contractor Financial Distress Event (and in any event, provide such notification within ten (10) Working Days of the date on which the Key Sub-contractor first becomes aware

of the Sub-contractor Financial Distress Event or the fact, circumstance or matter which could cause the Sub-contractor Financial Distress Event); and

25.7.9.2 co-operate with the AMS Supplier and the Authority in order to give full effect to the provisions of schedule 7.4 (Financial Distress), including meeting with the AMS Supplier and the Authority to discuss and review the effect of the Sub-contractor Financial Distress Event on the continued performance and delivery of the AMS Services and/or the Cross Tower Services, and contributing to and complying with the Financial Distress Service Continuity Plan.

25.8 As a condition of its consent under clause 25.1 and in relation to any consents under clause 25.5, the Authority may require that the relevant Key Sub-contractor enters into the Master Services Agreement or a direct agreement with the Authority, in which case the AMS Supplier shall procure that such Key Sub-contractor enters into the Master Services Agreement or direct agreement with the Authority as soon as reasonably practicable and on such terms as may be reasonably requested by the Authority.

Termination of Sub-contracts

25.9 The AMS Supplier shall not terminate or materially amend the terms of any Sub-contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed.

25.10 The Authority may require the AMS Supplier to terminate a Key Sub-contract where the acts or omissions of the relevant Key Sub-contractor have given rise to the Authority's right of termination pursuant to clause 57.1 (Termination for Cause by the Authority) and where the Authority reasonably believes that there is a Liquid Sub-Contractor Market in respect of the relevant Key Sub-contractor.

25.11 Any dispute as to the existence of a Liquid Sub-Contractor Market for the Key Sub-contract to be terminated pursuant to the Authority's right under clause 25.10 should be dealt with through the Dispute Resolution Procedure.

25.12 The Authority may terminate this Agreement or require the AMS Supplier to terminate the relevant Sub-contract if there is a Change of Control of a Key Sub-contractor on the same terms as those set out in clause 57.5 (Termination for Change of Control).

Competitive Terms

- 25.13 If the Authority is able to obtain from any Sub-contractor or any other third party more favourable commercial terms with respect to the supply of any goods, software or services used by the AMS Supplier or the AMS Supplier Personnel in the supply of the AMS Services or the Cross Tower Services, then the Authority may:
- 25.13.1 require the AMS Supplier to replace its existing commercial terms with that person with the more favourable commercial terms obtained by the Authority in respect of the relevant item; or
 - 25.13.2 subject to clause 25.15, enter into a direct agreement with that Sub-contractor or third party in respect of the relevant item.
- 25.14 If the Authority exercises either of its options pursuant to clause 25.13, then the Charges shall be reduced by an appropriate amount in accordance with the Change Control Procedure. Disputes over what constitutes an appropriate amount shall be resolved in accordance with the Dispute Resolution Procedure.
- 25.15 The Authority's right to enter into a direct agreement for the supply of the relevant items is subject to:
- 25.15.1 the Authority making the relevant item available to the AMS Supplier where this is necessary for the AMS Supplier to provide the AMS Services and/or the Cross Tower Services; and
 - 25.15.2 any reduction in the Charges taking into account any unavoidable costs payable by the AMS Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges (provided that the AMS Supplier notifies the Authority of the existence of such unavoidable costs prior to the Authority entering into the relevant direct agreement).

Retention of Legal Obligations

- 25.16 The AMS Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. Any obligation on the AMS Supplier to do, or to refrain from doing, any act or thing shall be construed as including an obligation upon the AMS Supplier to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

Improving visibility of Sub-contract opportunities available to SMEs and VCSEs in the supply chain

25.17 The AMS Supplier shall:

- 25.17.1 subject to clause 25.19, advertise on Contracts Finder all Sub-contract opportunities arising from or in connection with the provision of the AMS Services above a minimum threshold of £25,000 that arise during the Term;
- 25.17.2 within 90 days of awarding a Sub-contract to a Sub-contractor, update the notice on Contracts Finder with details of the successful Sub-contractor;
- 25.17.3 monitor the number, type and value of the Sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
- 25.17.4 provide reports on the information at clause 25.17.3 to the Authority in the format and frequency as reasonably specified by the Authority; and
- 25.17.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

25.18 Each advert referred to at clause 25.17.1 above shall provide a full and detailed description of the Sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the AMS Supplier.

25.19 The obligation at clause 25.17.1 shall only apply in respect of Sub-contract opportunities arising after the Effective Date.

25.20 Notwithstanding clause 25.17, the Authority may by giving its prior written approval, agree that a Sub-contract opportunity is not required to be advertised on Contracts Finder. The Authority hereby gives such approval in respect of the renewal of an existing contract with any Sub-contractor including the renewal of annual software licencing agreements.

26. AUDITS

26.1 Except where an audit is imposed on the Authority by a Regulatory Body, the Authority may, at any time during the Term and for a period of twelve (12) months following the Term, conduct an audit for the following purposes:

- 26.1.1 to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Agreement), any cost reduction and income generation

- initiatives carried out pursuant to clause 16 (Services Improvement), any costs relating to AMS Supplier's compliance with the Master Services Agreement and this Agreement and/or the costs of all suppliers (including Sub-contractors) of the AMS Services and Cross Tower Services at the level of detail in schedule 7.1 (Charging and Invoicing) or schedule 7.5 (Financial Model);
- 26.1.2 to review the integrity, confidentiality and security of the Authority Data and all security measures under this Agreement and the Master Services Agreement;
- 26.1.3 to review the AMS Supplier's compliance with the Data Protection Legislation, the Freedom of Information Act 2000 in accordance with clauses 43.3.10 (Protection of Personal Data) and 44 (Freedom of Information) and any other legislation applicable to the AMS Services and/or the Cross Tower Services;
- 26.1.4 to review the AMS Supplier's compliance with its obligations under clauses 4 to 10, 11.1 and 11.3 (Services) and 15 (Quality Assurance and Performance Monitoring);
- 26.1.5 to review the AMS Supplier's compliance with its obligations set out in schedule 7.3 (Benchmarking);
- 26.1.6 to review any records created during the design and development of the AMS Supplier ICT Environment and Non-live Environment such as information relating to Testing and Transition;
- 26.1.7 to review any books of account kept by the AMS Supplier in connection with the provision of the AMS Services and/or Cross Tower Services;
- 26.1.8 to carry out the audit and certification of the Authority's accounts;
- 26.1.9 to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- 26.1.10 to verify the accuracy and completeness of any Management Information delivered or required by this Agreement and/or the Master Services Agreement;
- 26.1.11 to inspect the AMS Supplier ICT Environment (or any part of it);
- 26.1.12 to inspect the Authority Assets, including the Authority's IPRs, equipment, facilities and maintenance, for the purposes of ensuring that the Authority's assets are secure and that any register of assets is up to date;

- 26.1.13 to ensure that the AMS Supplier is complying with the Standards; and/or
- 26.1.14 to review the accuracy and completeness of the Registers.
- 26.2 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the AMS Supplier or delay the provision of the FITS Services.
- 26.3 Subject to the Authority's obligations of confidentiality, the AMS Supplier shall on demand provide the Authority (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
 - 26.3.1 all information requested by the Authority within the permitted scope of the audit;
 - 26.3.2 reasonable access to any Sites controlled by the AMS Supplier and to any equipment used (whether exclusively or non-exclusively) in the performance of the AMS Services and/or the Cross Tower Services;
 - 26.3.3 access to the AMS Supplier ICT Environment; and
 - 26.3.4 access to AMS Supplier Personnel.
- 26.4 The AMS Supplier shall implement all measurement and monitoring tools and procedures required by the Authority and/or the SIAM Supplier to measure and report on the AMS Supplier's performance of the AMS Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.
- 26.5 The Authority shall endeavour to (but is not obliged to) provide at least fifteen (15) Working Days' notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material Default by the AMS Supplier in which case the AMS Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
- 26.7 If an audit identifies that:
 - 26.7.1 the AMS Supplier has failed to perform its obligations under this Agreement and/or the Master Services Agreement in any material manner, the parties shall agree and implement a remedial plan. If the AMS Supplier's failure relates to a failure to provide any information to the Authority about the Charges, proposed Charges or

the AMS Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information; and

- 26.7.2 the Authority has overpaid any Charges, the AMS Supplier shall repay to the Authority the amount overpaid within twenty (20) Working Days. The Authority may deduct the relevant amount from the Charges if the AMS Supplier fails to make this payment.

27. RECORDS AND REPORTS

The parties shall comply with the provisions of schedule 8.4 (Records Provisions) in relation to the keeping of records and the making of reports.

28. CHANGE CONTROL

- 28.1 Any requirement for a Change to the provisions of this Agreement shall be subject to the provisions of schedule 8.2 (Change Control Procedure).
- 28.2 The AMS Supplier shall consider throughout the Term the extent to which any actual or potential Change (whether proposed by it or someone else) might have an impact on wider FITS Services and Cross Tower Services, services and arrangements with Exiting Suppliers and its or any Other FITS Supplier's Tower Service Agreement or any Collaborating Supplier's Supply Agreement, shall identify this clearly as early as possible and shall co-operate with the Other FITS Suppliers, the Authority and applicable Exiting Suppliers to ensure that Change is dealt with as efficiently and effectively as possible from the Authority's perspective. In particular and without limitation to the generality of this, the AMS Supplier shall provide information and cooperation to Other FITS Suppliers, Collaborating Suppliers and to Exiting Suppliers to enable all bodies involved to assess the impact of and potential approaches to dealing with Changes. Where a particular Change may or will require amendments to more than one of the Agreement, Master Services Agreement, Tower Service Agreement, Supply Agreement and/or Exiting Contract, the AMS Suppliers shall work with Other FITS Suppliers, Collaborating Suppliers and the Authority (and, where applicable, the relevant Exiting Supplier) to ensure that the applicable change control procedures are aligned and operate to implement the Changes and associated amendments consistently. This may include, at the Authority's discretion and without limitation, amending timescales which apply to change control procedures (without this counting as use of the Fast-track Change procedure) and swapping between change control procedures (in which case the detailed steps under change control procedures may, at the Authority's discretion, be amended to reflect analysis already carried out and agreements and discussions already held).

29. DISPUTES

- 29.1 The parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure.
- 29.2 Subject to clause 29.3, the AMS Supplier shall continue to provide the AMS Services and the Cross Tower Services in accordance with the terms of this Agreement and the Master Services Agreement until a Dispute has been resolved.
- 29.3 The application of the Dispute Resolution Procedure in relation to a Dispute shall not prevent the Authority from exercising any right to terminate under clause 57 in relation to matters affected by the Dispute, including exercising such right prior to or during the process of the Dispute Resolution Procedure.

SECTION F - PERSONNEL**30. AMS SUPPLIER PERSONNEL**

- 30.1 The Authority may refuse admission to the Authority Sites and Extended Locations and/or direct the AMS Supplier to end the involvement in the provision of the AMS Services and the Cross Tower Services of any of the AMS Supplier Personnel whom the Authority believes represents a security risk or does not have the required levels of training and expertise or where the Authority has other grounds for doing so. The decision of the Authority shall be final and it shall not be obliged to provide any reasons.
- 30.2 The AMS Supplier shall use all reasonable endeavours to ensure continuity of personnel engaged in the provision or management of the AMS Services and the Cross Tower Services.

Relevant Convictions

- 30.3 The AMS Supplier shall ensure that no person who discloses that he/she has a Relevant Conviction, or who is found by the AMS Supplier to have any Relevant Convictions (whether as a result of a police check or through the Disclosure and Barring Service procedures or otherwise), is employed or engaged in the provision of any part of the AMS Services or Cross Tower Services without the Authority's prior and express written consent.
- 30.4 For each of the AMS Supplier Personnel who, in providing the AMS Services or Cross Tower Services, has, will have or is likely to have access to children, vulnerable persons, prisoners or

other members of the public to whom the Authority owes a special duty of care the AMS Supplier shall (and shall procure that the relevant Sub-contractor shall):

- 30.4.1 carry out a policy check with the records held by the Department for Education;
- 30.4.2 conduct thorough questioning regarding any Relevant Convictions; and
- 30.4.3 ensure an enhanced police check is completed and such other checks as may be carried out through the Disclosure and Barring Service,

and the AMS Supplier shall not (and shall ensure that a Sub-contractor shall not) engage or continue to employ in the provision of the AMS Services or Cross Tower Services any person who has a Relevant Conviction or what would reasonably be regarded as an inappropriate record.

Key Personnel

- 30.5 The parties have agreed to the appointment of the Key Personnel as at the Effective Date. The AMS Supplier shall and shall procure that any Sub-contractor shall obtain the prior written consent of the Authority before removing or replacing any member of the Key Personnel from their corresponding role during the Term (including when carrying out Exit Management), and, where possible, at least three (3) months' written notice must be provided by the AMS Supplier of its intention to replace any member of Key Personnel from their corresponding role.
- 30.6 The Authority shall not unreasonably delay or withhold its consent to the appointment of a replacement to any relevant member of Key Personnel by the AMS Supplier or Sub-contractor. The Authority may interview the candidates for Key Personnel roles before such candidate is appointed to such role.
- 30.7 The AMS Supplier acknowledges that the Key Personnel are essential to the proper provision of the Services to the Authority. The AMS Supplier shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) consecutive Working Days and that any replacement shall be as or more qualified and experienced as the previous incumbent of such role and is fully competent to carry out the tasks assigned to the role of the member of Key Personnel whom he or she has replaced.
- 30.8 The AMS Supplier shall ensure that each of the Key Personnel shall work for such a period of time in the performance of the Services that is commensurate with and sufficient to perform the obligation of that person's role unless the Authority otherwise gives its prior written consent.

To the extent that it can do so without disregarding its statutory obligations, the AMS Supplier shall take all reasonable steps to ensure that it retains the services of all the Key Personnel.

- 30.9 Throughout the Term, the Authority may identify any of the roles performed by AMS Supplier Personnel as Key Personnel, who will then be included on the list of Key Personnel by the AMS Supplier. The Authority may also require the AMS Supplier to remove any member of the Key Personnel that the Authority considers in any respect unsatisfactory.
- 30.10 The Authority shall not be liable for the cost of replacing any member appointed to a Key Personnel role and the AMS Supplier shall indemnify the Authority against all Employee Liabilities that may arise in this respect.

Staffing Security

- 30.11 The AMS Supplier shall comply with the Staff Vetting Procedures in respect of all AMS Supplier Personnel employed or engaged in the provision of the AMS Services or the Cross Tower Services. The AMS Supplier confirms that all AMS Supplier Personnel employed or engaged by the AMS Supplier at the Effective Date were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 30.12 The AMS Supplier shall provide training on a continuing basis for all AMS Supplier Personnel employed or engaged in the provision of the AMS Services or Cross Tower Services in compliance with the Security Policy and Security Management Plan.

31. EMPLOYMENT INDEMNITY

The AMS Supplier shall indemnify the Authority against all Employee Liabilities that may arise as a result of any claims brought against the Authority by any person where such claim arises from any act or omission of the AMS Supplier or any AMS Supplier Personnel.

32. STAFF TRANSFER

The parties acknowledge that the start of this Agreement and the expiry or termination of this Agreement may constitute relevant transfers for the purposes of the Employment Regulations. The parties shall comply with schedule 9.1 (Staff Transfers).

33. HEALTH AND SAFETY

- 33.1 The AMS Supplier acknowledges that it has been supplied with a copy of the Authority's rules regarding health and safety and that the prison environment creates particular risks and constraints that will impact the AMS Supplier and the FITS Services. The AMS Supplier agrees

to comply with these rules, and any additional rules made known to the AMS Supplier from time to time by the Authority together with all applicable statutory rules and regulations regarding these matters. The Authority will be responsible for procuring that its employees and agents also comply with these rules and regulations.

- 33.2 Either party shall notify the other as soon as practicable of any health and safety hazards at the Authority Sites of which it becomes aware. The AMS Supplier shall draw these hazards to the attention of the AMS Supplier Personnel and shall instruct those persons in connection with any necessary associated safety measures.

34. EQUALITY AND DIVERSITY

- 34.1 The AMS Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act of 2010 or any statutory modification or re-enactment thereof relating to discrimination in employment.

- 34.2 The AMS Supplier shall take all reasonable steps to ensure the observance of the provisions of clause 34.1 by all servants, employees, agents and consultants of the AMS Supplier and all Sub-contractors.

35. NON-SOLICITATION

Except in respect of any Staff Transfer, the Authority and the AMS Supplier shall not, and the AMS Supplier shall procure that any Sub-contractor shall not (other than by general advertising), during the Term and for twelve (12) months following the termination of this Agreement, either directly or indirectly solicit or entice away (or 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 End to End Services or (in the case of the Authority) in the receipt and/or administration of the End to End Services.

SECTION G - INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

36. INTELLECTUAL PROPERTY RIGHTS

- 36.1 Except as expressly set out in this Agreement:

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

36.1.1.1 the AMS Supplier Software;

- 36.1.1.2 the Third Party Software; or
 - 36.1.1.3 the AMS Supplier's Background IPRs,
 - and
 - 36.1.2 the AMS Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including:
 - 36.1.2.1 the Authority Software;
 - 36.1.2.2 the Authority Data;
 - 36.1.2.3 the Databases;
 - 36.1.2.4 the Project Specific IPRs;
 - 36.1.2.5 the Specially Written Software;
 - 36.1.2.6 the Other Supplier IPRs;
 - 36.1.2.7 the Authority's documentation, processes and procedures; and
 - 36.1.2.8 the Authority's Know-How.
- 36.2 Where either party acquires, whether by operation of law or otherwise, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in clause 36.1, 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).
- 37. **LICENCES GRANTED BY THE AMS SUPPLIER**
 - 37.1 The AMS Supplier hereby grants, or shall procure the direct grant, to the Authority of a licence of any AMS Supplier's Background IPRs or Embedded Third Party IPRs on the Enhanced Licence Terms.
 - 37.2 The AMS Supplier hereby grants to the Authority a licence of the AMS Supplier Software (to the extent not licensed under clause 37.1) on the Standard Licence Terms.
 - 37.3 The AMS Supplier shall procure that the Third Party Software is licensed to the Authority on the Standard Licence Terms.

37.4 The AMS Supplier shall, if requested by the Authority in accordance with schedule 8.5 (Exit Management) or otherwise, grant or procure the grant to the Replacement AMS Supplier of a licence to Use any AMS Supplier Software, AMS Supplier's Background IPRs or Third Party Software in accordance with schedule 5.2.

37.5 The AMS Supplier hereby grants to the Authority a non-exclusive licence to copy the Documentation for any purpose that is either connected with the receipt of the AMS Services or incidental to the exercise of the rights granted to the Authority under this Agreement.

38. **LICENCES GRANTED BY THE AUTHORITY**

38.1 The Authority hereby grants to the AMS Supplier a royalty-free, non-exclusive, non-transferable licence during the Term to use:

38.1.1 the Authority Software;

38.1.2 the Databases from the date the relevant rights are transferred to the Authority in accordance with clause 39.2;

38.1.3 the Authority's documentation, processes and procedures;

38.1.4 the Authority's Know-How;

38.1.5 the Specially Written Software from the date the relevant rights are transferred to the Authority in accordance with clause 40.2;

38.1.6 the Project Specific IPRs from the date the relevant rights are transferred to the Authority in accordance with clause 40.2; and

38.1.7 the Authority Data;

38.2 The licence granted in clause 38.1:

38.2.1 includes the right to grant sub-licences to Sub-contractors provided that any relevant Sub-contractor has entered into a confidentiality undertaking with the AMS Supplier on the same terms as set out in clause 45 (Confidentiality); and

38.2.2 is granted solely to the extent necessary for performing the AMS Services and the Cross Tower Services in accordance with this Agreement and the Master Services Agreement. The AMS Supplier shall not, and shall procure that the Sub-contractors

do not, use the licensed materials for any other purpose or for the benefit of any person other than the Authority.

38.3 The AMS Supplier shall comply with the obligations and restrictions contained in the licences under which any Authority Software is provided to the Authority by a third party.

38.4 In the event of the termination or expiry of this Agreement, the licence referred to in clause 38.1 and any sub-licence granted in accordance with clause 38.2.1 shall terminate automatically and the AMS Supplier shall deliver to the Authority all material licensed to the AMS Supplier pursuant to clause 38.1 in the AMS Supplier's possession or control.

39. **ASSIGNMENT OF IPR IN DATABASES**

39.1 The AMS Supplier hereby assigns to the Authority, with full title guarantee, title to and all rights and interest in the Databases or shall procure that the first owner of any Database assigns it to the Authority on the same basis.

39.2 The assignment under clause 39.1 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 Databases, as appropriate.

39.3 The AMS Supplier shall waive or procure a waiver of any moral rights in the Databases assigned to the Authority under this Agreement.

39.4 To the extent that it is necessary for the Authority to obtain the full benefits of ownership of the Databases, the AMS Supplier hereby grants to the Authority and shall procure that any relevant third party licensor shall grant to the Authority a perpetual, irrevocable, non-exclusive, assignable, royalty-free and global licence to Use, sub-license any AMS Supplier's Background IPRs or Embedded Third Party IPRs.

40. **PROJECT SPECIFIC IPR AND SPECIALLY WRITTEN SOFTWARE**

40.1 The AMS Supplier hereby assigns to the Authority, with full title guarantee, title to and all rights and interest in the Project Specific IPRs and the Specially Written Software or shall procure that the first owner of the Project Specific IPRs and the Specially Written Software assigns them to the Authority on the same basis.

40.2 The assignment under clause 40.1 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 and the Specially Written Software, as appropriate.

- 40.3 The AMS Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Authority under this Agreement.
- 40.4 If requested to do so by the Authority, the AMS Supplier 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 clause 40.1 or shall procure that the owner of the Project Specific IPRs and the Specially Written Software does so on the same basis.
- 40.5 The AMS Supplier shall deliver to the Authority the Specially Written Software in both Source Code and binary code forms in accordance with any agreed plan for delivery of Specially Written Software, including any applicable Project Plan and shall provide updates of the Source Code on each new release of the Specially Written Software on media that is reasonably acceptable to the Authority.

41. **ESCROW**

- 41.1 The AMS Supplier shall with effect from the Effective Date, or such other periods as the Authority may require (whether for new or existing software), deposit the Source Code of Deposited Software in escrow with [REDACTED] on the basis of the appropriate Authority agreement with [REDACTED] (as set out in schedule 5.3 (Escrow Terms)) or on such other terms as the Authority, the AMS Supplier and [REDACTED] shall agree. The AMS Supplier 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 AMS Supplier shall pay the initial storage fees, any testing fees and any annually recurring fees under the escrow agreement and the Authority shall pay the release fees.
- 41.2 Where the AMS Supplier is unable to procure compliance with the provisions of clause 41.1 in respect of any Third Party Software, it shall provide the Authority with written evidence of its inability to comply with these provisions and shall agree with the Authority a suitable alternative to escrow that affords the Authority the nearest equivalent protection. The AMS Supplier shall be excused from its obligations under clause 41.1 only to the extent that the parties have agreed on a suitable alternative.
- 41.3 In circumstances where the Authority obtains the release of the Source Code from escrow, the AMS Supplier 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 FITS Services or any Replacement AMS Services or the Authority's normal business undertakings.

42. AUTHORITY DATA

- 42.1 The AMS Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- 42.2 The AMS Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the AMS Supplier of its obligations under this Agreement, the Master Services Agreement or as otherwise expressly authorised in writing by the Authority.
- 42.3 To the extent that Authority Data is held and/or processed by the AMS Supplier, the AMS Supplier shall supply that Authority Data to the Authority within five (5) working days, or such other timescale as may be agreed by the parties, of a request by the Authority in the format specified by the Authority.
- 42.4 The AMS Supplier shall be responsible for preserving the integrity of Authority Data and preventing the corruption or loss of Authority Data.
- 42.5 The AMS Supplier shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan and other relevant provisions of this Agreement and the Master Services Agreement. The AMS Supplier shall ensure that such back-ups are available and delivered to the Authority at all times upon request.
- 42.6 The AMS Supplier shall ensure that any ICT Environment on which the AMS Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy.
- 42.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the AMS Supplier's Default so as to be unusable, the Authority may:
- 42.7.1 require the AMS Supplier (at the AMS Supplier's expense) to restore or procure the restoration of Authority Data to the extent and in accordance with the requirements specified in the Business Continuity and Disaster Recovery Plan and other relevant provisions of this Agreement and the AMS Supplier shall do so as soon as practicable but not later than any agreed RPO or RTO; and/or
 - 42.7.2 itself restore or procure the restoration of Authority Data, and shall be repaid by the AMS Supplier any reasonable expenses incurred in doing so.

42.8 If at any time the AMS Supplier suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the AMS Supplier shall notify the Authority immediately and inform the Authority of the remedial action the AMS Supplier proposes to take.

42.9 In the event that the AMS Supplier is unable to meet its obligations under clause 42.3, and without prejudice to any other rights or remedies arising as a result of such failure, then the AMS Supplier shall ensure that unfettered access is granted to the Authority or an agent of the Authority to gather and format the Authority Data as required. Any additional costs incurred by the Authority in doing so shall be recoverable from the AMS Supplier.

43. PROTECTION OF PERSONAL DATA

43.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the AMS Supplier is the Processor. The only processing which the Authority has authorised the AMS Supplier to do is described in this Agreement and at schedule 12. The AMS Supplier shall not assume any responsibility for determining the purposes for which and the manner in which the Personal Data is DP Processed, but nevertheless shall comply at all times with the Data Protection Requirements.

43.2 Each Party will DP Process the Personal Data in compliance with Data Protection Legislation.

43.3 The AMS Supplier shall (and shall procure that the Sub-contractors shall):

43.3.1 DP Process any Personal Data only in accordance with this Agreement (in particular, this clause 43 and Schedule 12) and the Authority's instructions from time to time and shall not DP Process the Personal Data for any purpose other than those expressly authorised by the Authority, except where otherwise required by any UK law applicable to the AMS Supplier and, in such case, the AMS Supplier shall inform the Authority of that legal requirement before DP Processing unless that law prohibits such information on important grounds of public interest;

43.3.2 DP Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the AMS Services, the Cross Tower Services or as is required by Law or any Regulatory Body;

43.3.3 ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the nature of the data to be protected as described in schedule 12, harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures;

- 43.3.4 take reasonable steps to ensure the reliability and integrity of any AMS Supplier Personnel who have access to the Personal Data;
- 43.3.5 neither disclose nor transfer the Personal Data to any Sub-contractors or Affiliates other than where strictly necessary for the provision of the Services and in such event the AMS Supplier shall obtain prior written consent from the Authority in order to transfer the Personal Data to any Suppliers, Sub-contractors or Affiliates for the provision of the End to End Services. Where such consent has already been provided by the Authority prior to the introduction of the GDPR on 25 May 2018, then that consent will remain valid and the AMS Supplier shall not be required to obtain additional consent in respect of the same transfer(s) of Personal Data on or after that date. The Authority has already consented to the appointment of the Sub-contractors identified in schedule 4.3 (Notified Sub-contractors) for the purposes of delivering, and solely to the extent required to deliver, the End to End Services;
- 43.3.6 ensure the reliability and integrity of any AMS Supplier Personnel who have access to the Personal Data and that any person (including all AMS Supplier Personnel) it authorises to DP Process Personal Data or that are required to access the Personal Data:
 - 43.3.6.1 are informed of the confidential nature of the Personal Data;
 - 43.3.6.2 are aware of and comply with the obligations set out in this clause 43;
 - 43.3.6.3 do not DP Process Personal Data except in accordance with this Agreement;
 - 43.3.6.4 are subject to appropriate confidentiality undertakings with the AMS Supplier or any Sub-processor; and
 - 43.3.6.5 have undergone training in the use, care, protection and handling of the Personal Data;
- 43.3.7 ensure that none of the AMS Supplier Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority;
- 43.3.8 notwithstanding clause 43.6 notify the Authority without undue delay and in any event within 48 hours if it:

- 43.3.8.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
- 43.3.8.2 receives a complaint, request or communication relating to either party's obligations under the Data Protection Legislation;
- 43.3.8.3 receives a request to rectify, block or erase any Personal Data;
- 43.3.8.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- 43.3.8.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 43.3.8.6 becomes aware of a Personal Data Breach and/or any Data Loss Event and/or destruction of data integrity (unauthorised changes) to Personal Data in breach of the Agreement;

and shall provide such information as the Authority may reasonably require so that the Authority can fulfil any Personal Data Breach reporting or recording obligations it may have under (and in accordance with the timescales required by) Data Protection Legislation;

The AMS Supplier's obligation to notify under clause 43.3.8 includes the reasonable provision of further information to the Authority in phases as details become available;

- 43.3.9 taking into account the nature of the DP Processing, provide the Authority with full cooperation and assistance in relation to either party's obligations under the Data Protection Legislation and without any additional cost to the Authority provide reasonable and timely assistance to the Authority, without undue delay, to enable the Authority to respond to:
 - 43.3.9.1 any request from a Data Subject to exercise any of its rights under Data Protection Legislation (including its rights of access, correction, objection, erasure and data portability, as applicable); and

- 43.3.9.2 any other correspondence, enquiry or complaint received from a Data Subject, regulator or other third party in connection with the DP Processing of the Personal Data or relating to the Authority's obligations under the Data Protection Legislation;
- 43.3.9A in the event that any such request, correspondence, enquiry or complaint is made directly to the AMS Supplier, the AMS Supplier shall comply with the applicable Data Protection Requirements and promptly inform the Authority providing full details of the same, including by promptly providing:
- 43.3.9A.1 the Authority with full details and copies of the complaint, communication or request;
- 43.3.9A.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- 43.3.9A.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject (within the timescales reasonably required by the Authority);
- 43.3.9A.4 the Authority with any information reasonably requested by the Authority;
- 43.3.9A.5 assistance as requested by the Authority following any Data Loss Event; and
- 43.3.9A.6 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office or any consultation by the Authority with the Information Commissioner's Office;
- 43.3.9B the AMS Supplier's provision of assistance shall be subject to the following:
- (a) if the Authority or the AMS Supplier receives (i) any request from a Data Subject to exercise any of its rights under Data Protection Legislation (including its rights of access, correction, objection, erasure and data portability, as applicable); or (ii) any other correspondence, enquiry or complaint from a Data Subject, regulator or other third party, in either case in connection with the DP Processing of the Personal Data or

relating to the Authority's obligations under the Data Protection Legislation, then the Authority will first use reasonable endeavours to manage and respond itself to such requests, correspondence, enquiry or complaint before requesting the assistance of the AMS Supplier under clause 43.3.9;

- (b) if the Authority requires the assistance of the AMS Supplier to remedy a Personal Data Breach that is caused by the Authority, the Authority will reimburse the AMS Supplier on a time and materials basis for the actual reasonable costs incurred (based on the agreed current rate card) in the provision of such assistance.

43.3.10 permit the Authority or the Authority Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 26 (Audits), the AMS Supplier's DP Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Authority to enable the Authority to verify and/or procure that the AMS Supplier is in full compliance with its obligations under this Agreement and the Master Services Agreement;

43.3.11 where such information is not readily available to the Authority or set out in the Agreement, provide a written description of the Protective Measures employed by the AMS Supplier or Sub-contractor (as the case may be) for DP Processing Personal Data (within the timescales reasonably required by the Authority and in accordance with Article 30(2)(d) of the UK GDPR); and

43.3.12 not DP Process or otherwise transfer any Personal Data outside the United Kingdom Mainland. If, after the Effective Date, the AMS Supplier (or any Sub-contractor) wishes to DP Process and/or transfer any Personal Data outside the United Kingdom Mainland, the following provisions shall apply:

43.3.12.1 the AMS Supplier shall submit a Change Request Part A: Initial Request to the Authority which shall be dealt with in accordance with the Change Control Procedure and clauses 43.3.12.2 to 43.3.12.4 below;

- 43.3.12.2 the AMS Supplier shall set out in its Change Request Part A: Initial Request and/or Change Request B1: Technical and Business Impact Assessment details of the following:
- (a) the Personal Data which will be DP Processed and/or transferred outside the United Kingdom Mainland;
 - (b) the country or countries in which the Personal Data will be DP Processed and/or to which the Personal Data will be transferred outside the United Kingdom Mainland;
 - (c) any Sub-contractors or other third parties who will be DP Processing and/or transferring Personal Data outside the United Kingdom Mainland;
 - (d) how the AMS Supplier will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Authority's compliance with the Data Protection Legislation) in respect of the Personal Data that will be DP Processed and/or transferred outside the United Kingdom Mainland; and
 - (e) whether Data Subjects will have enforceable rights and effective legal remedies;
- 43.3.12.3 in providing and evaluating the Change Request Part A: Initial Request, Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment, the parties shall ensure that they have regard to and comply with then-current Authority, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the DP Processing and/or transfers of Personal Data outside the United Kingdom Mainland and/or overseas generally; and
- 43.3.12.4 the AMS Supplier shall comply with such other instructions and shall carry out such other actions as the Authority may notify in writing, including:

- (a) incorporating standard and/or model clauses (which are approved by the UK Government as offering adequate safeguards under the Data Protection Legislation) in this Agreement or a separate data processing agreement between the parties; and
 - (b) procuring that any Sub-contractor or other third party who will be DP Processing and/or transferring the Personal Data outside the United Kingdom enters into a direct data processing agreement with the Authority on such terms as may be required by the Authority, which the AMS Supplier acknowledges may include the incorporation of standard and/or model clauses (which are approved by the UK Government as offering adequate safeguards under the Data Protection Legislation);
- 43.3.13 not include Personal Data in any product or service offered by the AMS Supplier or Sub-contractor (as the case may be) to third parties unless it is specifically required as part of the provision of the Services; and
- 43.3.14 not carry out any research, analysis or profiling activity which involves the use of any element of Personal Data (including in aggregate form) or any information derived from any DP Processing of such Personal Data unless it is specifically required as part of the provision of the Services.
- 43.4 The AMS Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement or the Master Services Agreement in such a way as to cause the Authority to breach any of its applicable obligations under the Data Protection Legislation.
- 43.5 Subject to clauses 54.2A , 54.4, 54.7, 54.9 and 54.10, the AMS Supplier shall at all times, during and after the Term, on written demand indemnify the Authority and keep the Authority indemnified against all Losses incurred by, awarded against or agreed to be paid by the Authority arising from any breach of this clause 43.
- 43.6 Without prejudice to clause 43.3.8, each Party shall inform the other as soon as reasonably practicable if it becomes aware of any material breach or potential material breach of Data Protection Legislation in relation to the Personal Data, regardless of who may be responsible for the breach.

- 43.7 At the written direction of the Authority, the AMS Supplier shall delete or return Personal Data (and any copies of it) to the Authority on expiry or the earlier termination of the Agreement unless the AMS Supplier is required by Law to retain the Personal Data .
- 43.8 The AMS Supplier shall provide reasonable assistance to the Authority in the preparation by the Authority of any Data Protection Impact Assessment prior to starting any DP Processing. Such assistance may, at the Authority's discretion, include:
- 43.8.1 a systematic description of the envisaged DP Processing operations and the purpose of the DP Processing;
 - 43.8.2 an assessment of the necessity and proportionality of the DP Processing operations in relation to the AMS Services;
 - 43.8.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 43.8.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 43.9 The AMS Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 43. This requirement does not apply if the AMS Supplier employs fewer than 250 people unless the Authority determines that the DP Processing:
- 43.9.1 is not occasional;
 - 43.9.2 includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 43.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 43.10 The AMS Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 43.11 Before allowing any Sub-processor to process any Personal Data in connection with the Contract, the AMS Supplier shall:
- 43.11.1 notify the Authority in writing of the intended Sub-processor and DP Processing:

- 43.11.2 obtain the Authority's approval (and where such approval has already been provided by the Authority prior to the introduction of the GDPR on 25 May 2018, then that approval will remain valid and the AMS Supplier shall not be required to obtain additional approval in respect of the same Sub-processing on or after that date. The Authority has already granted its approval to the appointment of the Sub-contractors identified in schedule 4.3 (Notified Sub-contractors) for the purposes of delivering, and solely to the extent required to deliver, the End to End Services);
 - 43.11.3 enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause 43 and at schedule 12 such that they apply to the Sub-processor; and
 - 43.11.4 provide the Authority with such information regarding the Sub-processor as the Authority reasonably requires.
- 43.12 The AMS Supplier remains fully liable for the acts and omissions of any Sub-processor.
- 43.13 The Authority may, at any time on not less than 30 Working Days' notice, revise this clause 43 by replacing it with any applicable Data Controller to Data Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Agreement). Where such standard clauses, similar terms or certification scheme are mandated as a matter of Law, such a revision to this Agreement shall be made at no additional cost to the Authority. Where such standard clauses, similar terms or certification scheme are not mandated but are issued by HM Government, the Information Commissioner's Office or other data protection authority as guidance, best practice or optional only, then the proposed amendments to this clause 43 shall be proposed, and any changes to the Charges agreed, in accordance with the Change Control Procedure.
- 43.14 The Parties shall take account of any guidance published by the Information Commissioner's Office.
- 43.15 In relation to Personal Data processed for Law Enforcement Purposes, the AMS Supplier shall:
- 43.15.1 maintain logs for its DP Processing operations in respect of:
 - 43.15.1.1 collection;
 - 43.15.1.2 alteration;
 - 43.15.1.3 consultation;

- 43.15.1.4 disclosure (including transfers);
 - 43.15.1.5 combination; and
 - 43.15.1.6 erasure,
- (together the “Logs”);
- 43.15.2 43.15.2 ensure that:
 - 43.15.2.1 the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
 - 43.15.2.2 the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and so far as possible the identity of the person who disclosed the data and the identity of the recipients of the data; and
 - 43.15.2.3 the Logs are made available to the Information Commissioner’s Office on request;
 - 43.15.3 use the Logs only to:
 - 43.15.3.1 verify the lawfulness of DP Processing;
 - 43.15.3.2 assist with self-monitoring by the Authority or (as the case may be) the AMS Supplier, including the conduct of internal disciplinary proceedings;
 - 43.15.3.3 ensure the integrity of Personal Data; and
 - 43.15.3.4 assist with criminal proceedings;
 - 43.15.4 work together in good faith with the Authority to agree a format for the Logs which the Parties consider meets the requirements of the Data Protection Legislation and this Agreement (both Parties acting reasonably and not to unreasonably withhold or delay their agreement to the format for such Logs). Once the format for the Logs has been agreed, this format shall be used by the AMS Supplier, provided at all times that:

- 43.15.4.1 in the event that the Authority requires the AMS Supplier to provide additional functionality for the Logs which goes beyond the requirements of the Data Protection Legislation and this Agreement, then such additional Authority requirements shall constitute a Contract Change to be processed in accordance with schedule 8.2 (Change Control Procedure); and
 - 43.15.4.2 where any changes to the format for the Logs is required in order to comply with the requirements of the Data Protection Legislation and this Agreement, then such changes shall be made at no additional cost to the Authority;
- 43.15.5 as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and
- 43.15.6 where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:
 - 43.15.6.1 persons suspected of having committed or being about to commit a criminal offence;
 - 43.15.6.2 persons convicted of a criminal offence;
 - 43.15.6.3 persons who are or maybe victims of a criminal offence; and
 - 43.15.6.4 witnesses or other persons with information about offences.
- 43.16 Subject to clauses 54.2A , 54.4, 54.7, 54.9 and 54.10 the AMS Supplier shall at all times indemnify the Authority and its officers, employees and agents and keep the Authority and its officers, employees and agents indemnified in respect of:
 - 43.16.1 any Loss in connection with a failure by the AMS Supplier or any AMS Supplier Personnel to comply with the confidentiality obligations set out in this clause 43 and in clause 45 of this Agreement;
 - 43.16.2 any loss, destruction, corruption or degradation of data (including the Personal Data) arising by reason of any Default of the AMS Supplier or any Sub-contractor;
 - 43.16.3 any breach of clause 43 to the extent that such breach in turn causes the Authority to be in breach of Data Protection Legislation and in addition with any such breach:

- 43.16.3.1 indemnify and keep indemnified the Authority; and
- 43.16.3.2 such indemnity for the benefit of the Authority shall not apply:
 - (a) where the liability arises from information supplied by the Authority which is shown to have been incomplete or incorrect;
 - (b) unless the Authority notifies the AMS Supplier as soon as possible of any action, claim or demand to which this indemnity applies, commits the AMS Supplier to deal with the action, claim or demand by settlement or otherwise and renders the AMS Supplier all reasonable assistance in so dealing; or
 - (c) to the extent that the Authority makes any admission which may be prejudicial to the defence of the action, claim or demand;
- 43.16.4 any failure by the AMS Supplier or Sub-contractor to comply with its obligations pursuant to clause 44.2 resulting in the Authority failing to comply with its obligations under the FOIA.
- 43.17 If the Authority does, or omits to do, something that is in conflict with the AMS Supplier's Reasonable Recommendation, and this results in a GDPR Claim against the AMS Supplier, the Authority shall indemnify the AMS Supplier in respect of any Loss suffered by the AMS Supplier resulting directly from such GDPR Claim arising out of, or in connection with, the Authority's action or omission.
- 43.18 If the Authority is required to indemnify the AMS Supplier in accordance with clause 43.17, the AMS Supplier must notify the Authority in writing of any GDPR Claim against it in respect of which it wishes to rely on the indemnity and shall:
 - 43.18.1 allow the Authority at its own cost, to conduct all negotiations and proceedings and to settle the GDPR Claim, always provided that the Authority shall obtain the AMS Supplier's prior approval of any settlement terms (such approval not to be unreasonably withheld);
 - 43.18.2 provide the Authority with such reasonable assistance regarding the GDPR Claim as is required by the Authority; and
 - 43.18.3 not, without prior consultation with the Authority, make any admission relating to the GDPR Claim or attempt to settle it, provided that the Authority considers and

defends any GDPR Claim diligently, using competent counsel and in such a way as not to bring the reputation of the AMS Supplier into disrepute.

- 43.19 If following a breach of the Data Protection Legislation that is caused by the Authority the AMS Supplier is joined as a defendant (whether or not formal legal proceedings are in fact issued) into a third party claim as a result of its status as the AMS Supplier and Data Processor of the Authority, and the AMS Supplier incurs legal and related costs in defending itself, the Authority shall indemnify the AMS Supplier for such reasonable direct legal and related costs incurred In defending itself against such a third party claim.

44. FREEDOM OF INFORMATION

- 44.1 The AMS Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.
- 44.2 The AMS Supplier shall and shall procure that its Sub-contractors shall:
- 44.2.1 transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 44.2.2 provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may specify) of the Authority's request; and
 - 44.2.3 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 44.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

44.4 In no event shall the AMS Supplier respond directly to a Request for Information unless expressly authorised to do so by the Authority.

44.5 The AMS Supplier acknowledges that (notwithstanding the provisions of clause 45) the Authority may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the AMS Supplier or its obligations (and performance and arrangements in relation to them) under this Agreement and the Master Services Agreement:

44.5.1 in certain circumstances without consulting the AMS Supplier; or

44.5.2 following consultation with the AMS Supplier and having taken their views into account;

provided always that where clause 44.5.1 applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the AMS Supplier advance notice, or failing that, to draw the disclosure to the AMS Supplier's attention after any such disclosure.

44.6 The AMS Supplier shall ensure that all Information is retained for disclosure in accordance with schedule 8.4 (Records Provisions) and shall permit the Authority to inspect such records as requested from time to time.

44.7 The AMS Supplier acknowledges that the Commercially Sensitive Information listed in schedule 4.2 (Commercially Sensitive Information) is of indicative value only and that the Authority may be obliged to disclose it in accordance with clause 44.5.

45. **CONFIDENTIALITY**

45.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement or the Master Services Agreement, each party shall:

45.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

45.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

45.2 Clause 45.1 shall not apply to the extent that:

45.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Data Protection Legislation, or the FOIA or the Environmental Information Regulations pursuant to clause 44 (Freedom of Information);

45.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

45.2.3 such information was obtained from a third party without obligation of confidentiality;

45.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

45.2.5 it is independently developed without access to the other party's Confidential Information.

45.3 The AMS Supplier may only disclose the Authority Confidential Information to the AMS Supplier Personnel who are directly involved in the provision of the AMS Services or Cross Tower Services and who need to know the information, and shall ensure that such AMS Supplier Personnel are aware of and shall comply with these obligations as to confidentiality.

45.4 The AMS Supplier shall not, and shall procure that the AMS Supplier Personnel do not, use any of the Authority Confidential Information received otherwise than for the purposes of this Agreement or the Master Services Agreement.

45.5 The AMS Supplier may only disclose the Authority Confidential Information to the AMS Supplier Personnel and who need to know the information, and shall ensure that such AMS Supplier Personnel are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any AMS Supplier Personnel causes or contributes (or could cause or contribute) to the AMS Supplier breaching its obligations as to confidentiality under or in connection with this Agreement or the Master Services Agreement, the AMS Supplier shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any AMS Supplier Personnel, the AMS Supplier shall provide such evidence to the Authority as the Authority may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the AMS Supplier is taking appropriate steps to comply with this clause, including copies of any

written communications to and/or from AMS Supplier Personnel, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with AMS Supplier Personnel in connection with obligations as to confidentiality.

45.6 At the written request of the Authority, the AMS Supplier shall procure that those members of the AMS Supplier Personnel identified in the Authority's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Agreement or the Master Services Agreement.

45.7 Nothing in this Agreement or the Master Services Agreement shall prevent the Authority from disclosing the AMS Supplier's Confidential Information:

45.7.1 to any Crown Body, Central Government Body, or any other Contracting Authority for any proper purpose of the Authority, or of the relevant Crown Body, Central Government Body or other Contracting Authority. All Crown Bodies, Central Government Body or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies, Central Government Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;

45.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

45.7.3 to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

45.7.4 on a confidential basis to any consultant, professional advisor, contractor, supplier or other person engaged by the Authority, or any of the entities described in clause 45.7.1 (including any benchmarking organisation) or any person conducting an Office of Government Commerce gateway review for any purpose relating to or connected with this Agreement. In relation to suppliers in their role as Other FITS Suppliers such disclosure shall be subject to the provisions of schedule 4.2 (Commercially Sensitive Information) and the Master Services Agreement;

45.7.5 on a confidential basis for the purpose of the exercise of its rights under this Agreement, including the audit rights pursuant to clause 26 (Audits), its step in rights pursuant to clause 62 (Step-In Rights) and exit management rights pursuant to clause 61 (Exit Management) and schedule 8.5;

- 45.7.6 on a confidential basis to a proposed successor body of the Authority in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement;
- 45.7.7 for the purpose of the examination and certification of the Authority's accounts; or
- 45.7.8 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 45.

- 45.8 The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-contractor to whom the AMS Supplier's Confidential Information is disclosed pursuant to clause 45.7 is made aware of the Authority's obligations of confidentiality.
- 45.9 Nothing in this clause 45 shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.
- 45.10 The AMS Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the FOIA, the content of this Agreement and the Master Services Agreement is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of this Agreement and the Master Services Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement or the Master Services Agreement, the AMS Supplier hereby gives its consent for the Authority to publish this Agreement and/or the Master Services Agreement in their entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed Changes to this Agreement or Master Services Agreement, to the general public.

SECTION H - AMS SUPPLIER AND AUTHORITY PROTECTIONS**46. GENERAL OBLIGATIONS OF THE PARTIES****AMS Supplier's Obligations****46.1 The AMS Supplier shall:**

46.1.1 at all times allocate sufficient resources to provide the AMS Services and Cross Tower Services in accordance with the terms of this Agreement and the Master Services Agreement;

46.1.2 subject to clause 49 (Change in Law) obtain, and maintain throughout the duration of this Agreement, all the consents, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary to enable the provision of the AMS Services and Cross Tower Services;

46.1.3 provide to the Suppliers and the Exiting Suppliers and actual or potential Other Authority Providers as are notified to the AMS Supplier periodically, such reasonable co-operation, information (including any Documentation), advice and assistance in connection with the AMS Services and the Cross Tower Services to enable any such person to create and maintain technical or organisational interfaces with the AMS Services and the Cross Tower Services and, on the ending of this Agreement for any reason, to enable the timely transition of the AMS Services (or any of them) and the Cross Tower Services to any Replacement AMS Supplier; and

46.1.4 provide the Authority and/or the SIAM Supplier with such assistance as the Authority and/or the SIAM Supplier may reasonably require during the Term in respect of the supply of the FITS Services/Cross Tower Services/End to End Services.

46.2 In respect of network, communications, computer or other equipment provided by a third party contractor that do or are required to interface with the AMS Supplier ICT Environment, the AMS Supplier shall have primary management responsibility for incident and problem resolution, including:

46.2.1 for ensuring that such requirement does not interfere with the provision of the AMS Services or Cross Tower Services/End to End Services in accordance with this Agreement and the Master Services Agreement; and

- 46.2.2 for taking all necessary steps within its power to ensure that the interface is successfully achieved.

The Authority shall not be responsible or liable for any act or omission of the applicable third party but the AMS Supplier may have rights and reliefs in accordance with the Master Services Agreement.

- 46.3 The AMS Supplier shall notify the SIAM Supplier before the release or deployment of any new Software or upgrade to Software in accordance with the requirements in schedule 2.1 (Service Requirements), and shall co-ordinate its activity with the Authority and the Suppliers to ensure it minimises any disruption to the FITS Services/End to End Services, the End to End ICT Environment or the Authority's operations and complies with any agreed interface requirements. The AMS Supplier shall maintain a minimum of twelve (12) month release plan setting out scheduled and expected releases and upgrades of Software. The AMS Supplier shall use all reasonable endeavours to notify the Authority as soon as reasonably practicable before any emergency Software or emergency Software upgrades are released, and shall co-ordinate its activity with the Authority and the Suppliers to ensure it minimises any disruption to the FITS Services/End to End Services, the End to End ICT Environment or the Authority's operations.
- 46.4 Any change in the way in which the AMS Supplier provides the AMS Services or the Cross Tower Services which would materially increase the Authority's risk or reduce the effect of the governance provisions of this Agreement shall be agreed in accordance with the Change Control Procedure or the Change Management processes under schedule 2.1 (Service Requirements).

Authority's Responsibilities

- 46.5 The Authority shall comply with the Authority's Responsibilities referred to in schedule 3.1 (Authority Responsibilities). Schedule 3.2 (Other Service Tower Responsibilities) and the documents referred to in it form part of this Agreement.

AMS Supplier and Authority Responsibilities

- 46.6 The AMS Supplier shall comply with its obligations pursuant to schedule 7.4 (Financial Distress) and the Authority shall have the rights set out therein.

47. WARRANTIES

47.1 Each party warrants, represents and undertakes that:

- 47.1.1 it has full capacity and authority to enter into and to perform this Agreement and the Master Services Agreement;
- 47.1.2 this Agreement is executed by a duly authorised representative of that party;
- 47.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this Agreement or the Master Services Agreement; and
- 47.1.4 once duly executed this Agreement and the Master Services Agreement will constitute its legal, valid and binding obligations.

47.2 The AMS Supplier warrants, represents and undertakes from the Effective Date and for the duration of the Term that:

- 47.2.1 all personnel used to provide the AMS Services and/or the Cross Tower Services will be vetted in advance in accordance with Good Industry Practice, the Security Policy and the Standards;
- 47.2.2 it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the AMS Supplier's obligations under this Agreement and the Master Services Agreement;
- 47.2.3 it has and will continue to have all necessary rights in and to the AMS Supplier Software or the Third Party Software and/or the AMS Supplier's Background IPRs, or any other materials made available by the AMS Supplier and/or the Sub-contractors to the Authority and/or necessary to perform the AMS Supplier's obligations under this Agreement and the Master Services Agreement;
- 47.2.4 in performing its obligations under this Agreement and the Master Services Agreement, all Software used by or on behalf of the AMS Supplier will comply with the requirements set out in schedule 2.1 (Service Requirements);
- 47.2.5 as at the Effective Date all statements and representations in the AMS Supplier Solution, Financial Model, the Security Management Plan draft version 0.7

referenced in schedule 2.5 (Security Management Plan), schedules 4.3 (Notified Sub-contractors), 5.1 (Software), 6.2 (Work in Progress Requirements) 6.3 (Asset Transfers) and 9.2 (Key Personnel) 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;

47.2.6 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 of the Replacement AMS Supplier to be able to use the Software and receive the AMS Services and to perform the Replacement AMS Services on termination or expiry;

47.2.7 the AMS Supplier ICT Environment and Assets used in the performance of the AMS Services and Cross Tower Services:

47.2.7.1 are sufficient for the provision of the AMS Services and Cross Tower Services; and

47.2.7.2 will be free of all encumbrances;

47.2.8 Not Used

47.2.9 Not Used

47.2.10 Not Used

47.2.11 it shall at all times comply with Law in carrying out its obligations under this Agreement and the Master Services Agreement;

47.2.12 it shall not use Transferring In Assets or the Authority's ICT Environment other than for the provision of the AMS Services and Cross Tower Services except with the prior consent of the Authority; and

47.2.13 as at the Effective Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

47.3 The AMS Supplier:

47.3.1 shall be deemed to have satisfied itself as to the assets to which it will acquire rights and the nature and extent of the risks assumed by it under this Agreement and the Master Services Agreement;

47.3.2 shall be deemed to have gathered sufficient information to perform its obligations under this Agreement, the Master Services Agreement and other obligations assumed, including:

47.3.2.1 information as to the nature, location and condition of the land and structures at any Sites, including the environment where any elements of the AMS Supplier's ICT Environment will be located (in respect of which the Authority provides no warranty or representation, except for any latent structural defect);

47.3.2.2 information as to the "listing" of any Sites; and

47.3.2.3 the AMS Supplier's ability to provide the AMS Services and Cross Tower Services incorporating Authority Software without any dilution or diminution of the AMS Services or the Cross Tower Services or any exemption, let or waiver against Service Levels and/or any other obligation under this Agreement and/or the Master Services Agreement.

47.4 Except as expressly stated in this Agreement or the Master Services Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

47.5 For the avoidance of doubt, the fact that any provision within this Agreement 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 AMS Supplier.

48. GUARANTEE

48.1 To the extent that the AMS Supplier has not done so before the Effective Date, the AMS Supplier shall procure that the Guarantor shall within ten (10) Working Days of the Effective Date:

48.1.1 execute and deliver to the Authority the Guarantee; and

- 48.1.2 deliver to the Authority a certified copy extract of the board minutes of the Guarantor approving the execution of the Guarantee.
- 48.2 The AMS Supplier shall ensure that the Guarantor maintains the Guarantee in full force and effect.
- 48.3 Failure to comply with this clause shall constitute a material Default not capable of remedy.
49. **CHANGE IN LAW**
- 49.1 The AMS Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms of this Agreement and the Master Services Agreement nor be entitled to an increase in the Charges as the result of:
- 49.1.1 a General Change in Law; or
- 49.1.2 a Specific Change in Law where the effect of that Specific Change in Law on the AMS Services is known at the Effective Date.

United Kingdom's Withdrawal from the European Union

- 49.2 It is recognised by the parties that following the outcome of the referendum held under the European Referendum Act 2015 and the United Kingdom's withdrawal from the European Union on 31 January 2020, it is foreseeable that during the Term much Law that is currently derived from the United Kingdom's membership of the European Union will be by some means translated into the law of the relevant parts of the United Kingdom independently from the law of the European Union.
- 49.3 No EU Status Change shall constitute a Specific Change in Law.
- 49.4 If a Specific Change in Law occurs or will occur during the Term (other than those referred to in clause 49.1.2 or which the AMS Supplier would be obliged to comply with under any other provision of this Agreement or the Master Services Agreement), the AMS Supplier shall notify the Authority of the likely effects of that change, including:
- 49.4.1 whether any Change is required to the AMS Services, the Charges or this Agreement; and
- 49.4.2 whether any relief from compliance with the AMS Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Service Levels at any time.

- 49.5 As soon as practicable after any notification in accordance with clause 49.4, the parties shall discuss and agree the matters referred to in that clause and any ways in which the AMS Supplier can mitigate the effect of the Specific Change of Law and the AMS Supplier shall:
- 49.5.1 provide evidence that the AMS Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors;
 - 49.5.2 demonstrate that a foreseeable Specific Change in Law had been taken into account by the AMS Supplier before it occurred;
 - 49.5.3 give evidence as to how the Specific Change in Law has affected the cost of providing the AMS Services; and
 - 49.5.4 demonstrate that any expenditure that has been avoided, for example which would have been required under the provisions of clause 16 (Services Improvement), has been taken into account in amending the Charges.
- 49.6 The AMS Supplier shall not be entitled to any increase in Charges in the circumstances described in clause 49.4 to the extent that all or part of the same Changes are also required in (and/or to the extent that there would an equivalent net increase in Costs as a result of) the circumstances described in clause 49.1 or any other provision of this Agreement or the Master Services Agreement and any increase in Charges shall also take account of any savings or non-incurrence of Costs as a result of the Change.
- 49.7 Any increase in the Charges or relief from the AMS Supplier's obligations agreed by the parties pursuant to clause 49.5 shall be implemented in accordance with the Change Control Procedure.

SECTION I - RISK PROTECTION

50. SECURITY REQUIREMENTS

- 50.1 The AMS Supplier shall comply, and shall procure the compliance of the AMS Supplier Personnel, with schedule 2.5 (Security Management Plan), the Security Policy and the Security Management Plan and the AMS Supplier shall ensure that the Security Management Plan produced by the AMS Supplier fully complies with the Security Policy and schedule 2.5 (Security Management Plan).
- 50.2 The Authority shall notify the AMS Supplier of any changes or proposed changes to the Security Policy.

- 50.3 If the AMS Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable effect on Costs it may submit a Change Request Part A: Initial Request. In doing so, the AMS Supplier must support its request by providing evidence of the cause of any increased Costs and the steps that it has taken to mitigate those Costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure, but for the avoidance of doubt the AMS Supplier shall not be entitled to increase its Charges to the extent that the change in question would also be required under any other provision of this Agreement and any increase in Charges shall also take account of any savings or non-incurrence of Costs as a result of the change.
- 50.4 Until and/or unless a change to the Charges is agreed by the Authority pursuant to clause 50.3 the AMS Supplier shall continue to perform the AMS Services and Cross Tower Services in accordance with its existing obligations.

Malicious Software

- 50.5 The AMS Supplier shall, as an enduring obligation from the Effective Date and throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software in the End to End ICT Environment (or as otherwise agreed by the parties).
- 50.6 Notwithstanding clause 50.5, if Malicious Software is found, the parties shall co-operate with each other (and where appropriate the AMS Supplier shall co-operate with the Other FITS Suppliers and/or Exiting Suppliers to the extent relevant) to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any losses and to restore the FITS Services to their desired operating efficiency.
- 50.7 Any cost arising out of the actions of the parties taken in compliance with the provisions of clause 50.6 shall be borne by the parties as follows:
- 50.7.1 by the AMS Supplier where the Malicious Software originates from the AMS Supplier Software, the Third Party Software supplied by the AMS Supplier (except where the Authority has waived the obligation set out in clause 49.7) or the Authority Data (whilst the Authority Data was under the control of the AMS Supplier) unless the AMS Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Authority when

provided to the AMS Supplier, and in all other cases other than those covered by clause 50.7.2; and

50.7.2 by the Authority if the Malicious Software originates from the Authority Software (in respect of which the Authority has waived the AMS Supplier's obligation set out in clause 50.5) or the Authority Data (whilst the Authority Data was under the control of the Authority).

51. BUSINESS CONTINUITY

51.1 The parties shall comply with the provisions of schedule 8.6 (IT Service Continuity) and applicable provisions of schedules 2.1 (Service Requirements) and 4.1 (AMS Supplier Solution).

51.2 The AMS Supplier shall ensure that it is able to implement the ITSCM Plan(s) in accordance with schedule 2.1 (Service Requirements) and schedule 8.6 (IT Service Continuity) and associated plan(s) at any time in accordance with their terms.

51.3 The AMS Supplier shall undertake regular risk assessments in relation to the provision of the FITS Services not less than once every six (6) months and shall provide the results of, and any recommendations in relation to, those risk assessments to the Authority promptly in writing following each review.

51.4 The AMS Supplier shall establish, maintain, and review its own internal processes and procedures with respect to the identification of any threats or risks to the provision of the FITS Services, how such threats and risks may be mitigated and how the provision of the FITS Services may be maintained in the event of any such identified threats or risks materialising.

52. FORCE MAJEURE

52.1 Subject to the remaining provisions of this clause 52 and subject to the provisions of clause 27.13 to 27.15 of the Master Services Agreement, either party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event. In particular, the AMS Supplier shall (subject to the provisions of clause 27.13 to 27.15 of the Master Services Agreement) be relieved from its Delay Payment obligation to the extent that the Achievement of any Milestone is affected by the Force Majeure Event, its Service Credits obligation to the extent that the AMS Services are affected by the Force Majeure Event and the Charges and other sums payable shall be reduced to the extent that the Authority does not receive the AMS Services as a result of the Force Majeure Event.

- 52.2 A party cannot claim relief under clause 52.1 to the extent that the relevant Force Majeure Event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 52.3 The AMS Supplier cannot claim relief under clause 52.1 to the extent that it is required to comply with the Business Continuity and Disaster Recovery Plan and related provisions of schedules 2.1 (Services Requirements), 4.1 (AMS Supplier Solution) or 8.6 (IT Service Continuity) but has failed to do so. In addition, the AMS Supplier acknowledges (and shall take into account) the particular environment involved in servicing prison premises and the requirement to plan for extreme circumstances involving lock-downs, restricted access and riots as part of the Business Continuity and Disaster Recovery Plan.
- 52.4 An Affected Party cannot claim relief as a result of a failure or delay by any other person in the performance of that other person's obligations under a contract with the Affected Party (unless that other person is itself prevented from or delayed in complying with its obligations as a result of a Force Majeure Event).
- 52.5 The Affected Party shall immediately give the other party written notice of the Force Majeure Event. The notification shall include details of the Force Majeure Event together with evidence of its effect on the obligations of the Affected Party, and any action the Affected Party proposes to take to mitigate its effect.
- 52.6 As soon as practicable following after the Affected Party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement and the Master Services Agreement. Where the AMS Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 52.7 The Affected Party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and the Master Services Agreement. Following such notification, this Agreement and the Master Services Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

SECTION J - INDEMNITIES, LIABILITY AND INSURANCE**53. IPR INDEMNITY**

- 53.1 The AMS Supplier shall at all times, from the Effective Date and during and after the Term, on written demand indemnify the Authority and keep the Authority indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Authority arising from an IPR Claim.
- 53.2 The Authority agrees that:
- 53.2.1 it shall notify the AMS Supplier in writing of any IPR Claim;
 - 53.2.2 it shall allow the AMS Supplier to conduct all negotiations and proceedings and will provide the AMS Supplier with such reasonable assistance required by the AMS Supplier, each at the AMS Supplier's cost, regarding the IPR Claim; and
 - 53.2.3 it shall not, without first consulting with the AMS Supplier, make an admission relating to the IPR Claim.
- 53.3 The AMS Supplier shall consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Authority into disrepute.
- 53.4 The AMS Supplier shall not settle or compromise any IPR Claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).
- 53.5 If an IPR Claim is made, or the AMS Supplier anticipates that an IPR Claim might be made, the AMS Supplier shall, at its own expense and sole option, either:
- 53.5.1 procure for the Authority the right to continue using the relevant item which is subject to the IPR Claim; or
 - 53.5.2 replace or modify the relevant item with non-infringing substitutes provided that:
 - 53.5.2.1 the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - 53.5.2.2 the replaced or modified item does not have an adverse effect on any FITS Services or the End to End ICT Environment;
 - 53.5.2.3 there is no additional cost to the Authority; and

53.5.2.4 the terms of this Agreement and the Master Services Agreement shall apply to the replaced or modified AMS Services, Cross Tower Services and/or items.

53.6 If the AMS Supplier elects to modify or replace an item pursuant to clause 53.5.2 or to procure a licence in accordance with clause 53.5.1, but this has not avoided or resolved the IPR Claim, then the Authority may terminate this Agreement by written notice with immediate effect and, without prejudice to the indemnity set out in clause 53.1, the AMS Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

54. LIMITATIONS ON LIABILITY

54.1 Neither party limits its liability for:

54.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-contractors (as applicable);

54.1.2 fraud or fraudulent misrepresentation by it or its employees;

54.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

54.1.4 any breach by that party of clauses 45 (Confidentiality); or

54.1.5 any liability to the extent it cannot be limited or excluded by Law.

Financial Limits

54.2 Subject to clause 54.1, the AMS Supplier's total aggregate liability:

54.2.1 in respect of the indemnities in clauses 19.2 (Tax), 31 (Employment Indemnity), 53 (IPR Indemnity) and 66.9 (Prevention of Corruption) and schedule 9.1 (Staff Transfers) shall be [REDACTED];

54.2.2 for all loss of or damage to the Authority Premises, property or assets (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority's Data or any other data) of the Authority caused by the AMS Supplier's Default shall in no event exceed [REDACTED];

54.2.3 to the Authority for Service Credits and Delay Payments shall in no event exceed any caps set out in schedule 7.1 (Charges and Invoicing). Deductions from Charges shall not be taken into consideration when calculating the AMS Supplier's liability under this clause 54.2.3;

54.2.A in relation to all Losses arising from a Data Loss Event, a breach of the Data Protection Legislation or clause 43 (Protection of Personal Data) and the indemnity in clause 43.16.3, these shall in no event exceed:

54.2.A.1

54.2.A.2

54.2.4 in respect of all other loss or damage incurred by the Authority under or in connection with this Agreement as a result of AMS Supplier's Defaults shall in no event exceed:

54.2.4.1 in relation to Defaults occurring in the first Contract Year, and amount equal to [REDACTED] of the Estimated Year 1 Charges;

54.2.4.2 in relation to Defaults occurring during any subsequent Contract Year, an amount equal to [REDACTED] of the Charges paid and/or due to be paid to the AMS Supplier under this Agreement in the Contract Year immediately preceding the occurrence of the Default; and

54.2.4.3 in relation to Defaults occurring after the end of the Term, an amount equal to [REDACTED] of the Charges paid and/or due to be paid to the AMS Supplier in the 12 month period immediately prior to the last day of the Term,

provided that where any losses or damage referred to in this clause 54.2.4 have been incurred by the Authority as a result of the Hosting Supplier's abandonment of this Agreement or the Hosting Supplier's wilful Default, wilful breach of a fundamental term of this Agreement or wilful repudiatory breach of this Agreement, the references in such clause to [REDACTED] shall be deemed to be references to [REDACTED]

54.3 Subject to clause 54.1, the Authority's liability in respect of the indemnities in schedule 9.1 (Staff Transfers) shall be unlimited.

- 54.4 Subject to clauses 54.1, 54.3 and 54.5, the Authority's total aggregate liability, in addition to its obligation to pay the Charges as and when they fall due for payment:
- 54.4.1 for all Defaults by the Authority resulting in loss of or damage to the property or assets (including technical infrastructure, assets or equipment) of the AMS Supplier shall in no event exceed any unrecovered capital (as set out in schedule 7.5 (Financial Model)) of the Assets of the AMS Supplier which are used in the provision of the FITS Services (to the extent that such capital is shown in schedule 7.5 (Financial Model) as being recoverable through the Charges during the Term of this Agreement); or
 - 54.4.2 in respect of all other Defaults by the Authority shall in no event exceed an amount equivalent to the total Charges paid or properly invoiced and due to be paid under this Agreement in the twelve (12) month period immediately preceding the event giving rise to the liability or in the case of Defaults in the first twelve (12) months of the Term, the Charges paid and payable in that period or in the case of Defaults occurring after the end of the Term, an amount equal to the Charges paid and/or due to be paid to the AMS Supplier in the 12 month period immediately prior to the last day of the Term.
- 54.5 Subject to clauses 54.1, 54.2.1, 54.3 and 54.6, neither party will be liable to the other party for:
- 54.5.1 any indirect, special or consequential loss or damage; or
 - 54.5.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).
- 54.6 Notwithstanding clause 54.5 but subject to clause 54.2, the AMS Supplier acknowledges that the Authority may, amongst other things, recover as a direct loss the following (although this clause 54.6 shall not remove any common law principles in relation to mitigation which may apply to them):
- 54.6.1 any additional operational and/or administrative costs and expenses arising from the AMS Supplier's Default;
 - 54.6.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Authority arising from the AMS Supplier's Default;
 - 54.6.3 the additional cost of procuring Replacement AMS Services for the remainder of the Term, any additional costs of such Replacement AMS Services for the

- remainder of the Term and the additional costs of procuring and paying for any interim services or remedial work;
- 54.6.4 any liability incurred to a third party by the Authority and/or any loss, cost or expenses incurred in relation to any complaint, action, claim or demand by a third party as a result of the AMS Supplier's Default including without limitation loss, costs or expenses under clause 27.8 or clause 27.9.3 of the Master Services Agreement; and
- 54.6.5 any fine or penalty incurred by the Authority pursuant to Law directly as a result of a AMS Supplier Default.
- 54.7 The parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 54 is held to be invalid under any Law, it will be deemed omitted to that extent, and if any party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this clause 54.
- 54.8 Nothing in this clause 54 shall act to reduce or affect a party's general duty to mitigate its loss.
- 54.9 For the avoidance of doubt:
- 54.9.1 where a claim could be brought by the Authority under either this Agreement or the Master Services Agreement, the Authority may choose at its entire discretion which to bring it under and shall be governed by the limitation of liability provisions in the applicable agreement provided that the Authority shall not seek to recover additional monies or damages relating to the same claim under the second agreement (either this Agreement or the Master Services Agreement as applicable) once a claim (the "first claim") or related claim that arises from the same event as the first claim has been brought under either this Agreement or the Master Services Agreement; and
- 54.9.2 nothing in this Agreement or the Master Services Agreement shall entitle either party to recover the same loss more than once (although this provision shall not affect the operation of the End to End Service Credits or any Bounded Mechanism).
- 54.10 If the Authority has a right to pursue a claim for breach of confidentiality under clause 45 (Confidentiality) and for breach of the Data Protection Legislation, clause 43 (Protection of Personal Data) and/or the indemnity in clause 43.16.3, for the same breach, then to the extent that the Losses suffered by the Authority are Losses which arise from a breach of the Data Protection Legislation, clause 43 or clause 43.16.3, the [REDACTED] cap on the AMS Supplier's

liability under clause 54.2.A will apply. To the extent that the Authority suffers Losses as a result of a confidentiality breach which do not constitute a breach of the Data Protection Legislation, clause 43 or clause 43.16.3, then the Authority shall have the right to pursue the AMS Supplier for such Losses on an [REDACTED] basis, in accordance with clause 54.1.4.

55. INSURANCE

55.1 The AMS Supplier shall take out and maintain or procure the maintenance of the Insurances in accordance with the provisions of schedule 2.6 (Insurance Requirements).

SECTION K - TERM, TERMINATION AND EXIT MANAGEMENT

56. TERM

56.1 This Agreement shall:

56.1.1 come into force on the Effective Date; and

56.1.2 unless terminated at an earlier date by operation of Law or in accordance with clause 57, will terminate:

56.1.2.1 at the end of the Initial Term; or

56.1.2.2 if the Authority elects to extend the Initial Term, at the end of the relevant Extension Period.

56.2 At the end of the Initial Term, the Authority shall have the option to extend the Term of this Agreement on the same terms for a further period of up to twelve (12) months (the “**First Extension Period**”) (such limitation for the avoidance of doubt not preventing the extended service provision arrangements under schedule 8.5 (Exit Management)). If the Authority intends to exercise this option it shall give the AMS Supplier written notice of this not less than three (3) months prior to the date on which this Agreement would otherwise expire.

56.3 At the end of the First Extension Period, the Authority shall have the option to extend the Term of this Agreement on the same terms for a further period of twelve (12) months (the “**Second Extension Period**”) (subject to any changes to the Charges which are applicable during the Second Extension Period as set out in the Financial Model) (such limitation for the avoidance of doubt not preventing the extended service provision arrangements under schedule 8.5 (Exit Management)). If the Authority intends to exercise this option it shall give the AMS Supplier written notice of this and no minimum notice period shall apply.

56.4 At the end of the Second Extension Period, the Authority shall have the option to extend the Term of this Agreement on the same terms for a further period of twelve (12) months (the “**Third Extension Period**”) (subject to any changes to the Charges which are applicable during the Third Extension Period as set out in the Financial Model) (such limitation for the avoidance of doubt not preventing the extended service provision arrangements under schedule 8.5 (Exit Management)). If the Authority intends to exercise this option it shall give the AMS Supplier written notice of this not less than three (3) months prior to the date on which this Agreement would otherwise expire.

57. **TERMINATION RIGHTS**

57.1 **Termination for Cause by the Authority**

57.1.1 The Authority may terminate this Agreement by giving written notice of termination to the AMS Supplier if one or more of the circumstances set out in clause 57.1.3 exist. Any such rights of termination are subject to any limitations in relation thereto set out in the Master Services Agreement from time to time.

57.1.2 Where the Authority is terminating this Agreement for a material Default of this Agreement or the Master Services Agreement or one of the specific provisions in clause 57.1.3.5 it may rely on a single material Default or on a number of Defaults or repeated Defaults that taken together constitute a material Default.

57.1.3 The circumstances giving rise to the Authority's right to terminate are:

57.1.3.1 the AMS Supplier is in material Default which it has failed to remedy within thirty (30) days of the breach occurring;

57.1.3.2 the AMS Supplier commits a material breach of this Agreement and/or the Master Services Agreement which is irremediable;

57.1.3.3 the AMS Supplier's failure to:

(a) not used

(b) comply with a Correction Plan because:

(i) the AMS Supplier does not submit or resubmit a Correction Plan for Approval within the timescales required or at all; or

- (ii) the Authority acting reasonably does not Approve the proposed Correction Plan on the second occasion of seeking Approval; or
- (iii) the AMS Supplier does not implement the Correction Plan correctly following its Approval by the Authority;

57.1.3.4 pursuant to:

- (a) clause 53.6 (where a modification or replacement of an item pursuant to clause 53.5.2 or where procuring a licence in accordance with clause 53.5.1 has not avoided or resolved an IPR Claim); or
- (b) clause 66 (Prevention of Corruption);

57.1.3.5 the AMS Supplier is in material Default of:

- (a) clause 43 (Protection of Personal Data);
- (b) clause 44 (Freedom of Information);
- (c) clause 45 (Confidentiality); or
- (d) the security requirements set out in schedule 2.1 (Service Requirements), schedule 2.5 (Security Management Plan) or the Security Policy;

57.1.3.6 the AMS Supplier's level of performance constitutes a Critical Service Failure as defined by schedule 2.2 (Service Performance Management);

57.1.3.7 an Insolvency Event affecting the AMS Supplier occurs;

57.1.3.8 in respect of a Financial Distress Event in accordance with the provisions of paragraph 6 of schedule 7.4 (Financial Distress);

57.1.3.9 as a result of the AMS Supplier's Default the Authority suffers damages that (on their own or in aggregate with other Defaults subject to the applicable liability cap) exceed s [REDACTED] of any

liability cap as set out in clause 54 (Limitations on Liability) and/or the Authority and/or Other Suppliers suffer damages that (on their own or in aggregate with other Defaults subject to the applicable liability cap) exceed [REDACTED] of any liability cap set out in the Master Services Agreement;

57.1.3.10 the Guarantor is in breach or anticipatory breach of the Guarantee (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority) or the Guarantor suffers an Insolvency Event;

57.1.3.11 the occurrence of:

- (a) any breach; or
- (b) any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would constitute an event of breach,

which is continuing, unremedied and unwaived, under or in connection with any document or arrangement relating to any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) of the AMS Supplier or the Guarantor or any subsidiary undertaking of the Guarantor in respect of money that has been borrowed exclusively for the purposes of financing the provision of the AMS Services and/or the Cross Tower services by the AMS Supplier;

57.1.3.12 the AMS Supplier committing a Default (other than as a consequence of a Default by the Authority) which results in the criminal investigation, prosecution and conviction of the AMS Supplier or any Sub-contractor under the Health and Safety Regime. In determining whether to exercise any right of termination pursuant to this clause 57.1.3.12 the Authority shall:

- (a) act in a reasonable and proportionate manner having regard to such matters as the gravity of any offence and the identity of the person committing it; and
- (b) give all due consideration, where appropriate, to action other than termination of this Agreement;

- 57.1.3.13 there has been a Disaster and the AMS Supplier has not acted in accordance with its obligations under the Business Continuity and Disaster Recovery Plan and other applicable provisions of this Agreement 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;
- 57.1.3.14 the AMS Supplier makes any public announcement or a director of the board of directors of the AMS Supplier advises an officer of the Authority that the AMS Supplier is no longer going to continue to develop or to offer the provision of services similar to the AMS Services and there is evidence that the changes described in such announcement will materially adversely impact the ability of the AMS Supplier to provide the AMS Services;
- 57.1.3.15 the warranty given by the AMS Supplier pursuant to clause 47.2.13 is materially untrue;
- 57.1.3.16 the AMS Supplier commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by clause 19.3; or
- 57.1.3.17 the AMS Supplier fails to provide details of proposed mitigating factors in relation to any Occasion of Tax Non-Compliance as required by clause 19.3 which in the reasonable opinion of the Authority are acceptable.
- 57.2 The rights of the Authority (to terminate or otherwise) under this clause 57 are in addition (and without prejudice) to any other right or remedy which the Authority may have to claim the amount of loss or damage suffered by the Authority on account of the acts or omissions of the AMS Supplier (or to take any action other than termination of this Agreement).
- 57.3 **Partial Termination**
- 57.3.1 The Authority may, by one month's prior written notice, require the Partial Termination of any part of the AMS Services.
- 57.3.2 The parties shall agree (i) any payment to be made in accordance with schedule 7.2 (Payments on Termination) in respect of the Partial Termination (provided always that no such payment shall apply in any situation where this Agreement allows for

partial termination by the Authority without compensation or other payment), and (ii) the effect of any Change made necessary to this Agreement by the Partial Termination of any part of the AMS Services, including the effect the Partial Termination may have on any other AMS Services, Cross Tower Services and the Charges, in accordance with the Change Control Procedure, provided that:

57.3.2.1 the AMS Supplier shall not be entitled to an increase in the Charges or any payment under schedule 7.2 (Payments on Termination) if the Partial Termination arises as a result of a AMS Supplier Default;

57.3.2.2 any increase to the Charges (if any) shall not be unreasonable and in any event shall be calculated in accordance with the AMS Supplier's financial model and schedule 7.1 (Charging and Invoicing);

57.3.2.3 the AMS Supplier shall not be entitled to reject the Change; and

57.3.2.4 no such Changes shall apply where this Agreement allows the Authority to partially terminate this Agreement without impact on other Charges or arrangements.

57.3.3 Termination in accordance with this clause 57.3 shall be without prejudice to any right of action or remedy of either party which has accrued or which subsequently accrues.

57.4 Termination for Convenience by the Authority

57.4.1 The Authority may terminate this Agreement for convenience at any time on giving at least three (3) months' written notice to the AMS Supplier.

57.4.2 Subject to any obligation to provide the AMS Services in accordance with the Exit Plan, the AMS Supplier's obligation to provide the AMS Services shall end on the date set out in the Authority's notice.

57.4.3 Without prejudice to clause 57.4.2 and unless otherwise stipulated by the Authority in its notice of termination, any AMS Services that have not commenced at the date of the Authority's notice shall be cancelled automatically.

57.4.4 This right of termination is in addition to any other rights of the Authority under this Agreement and its exercise shall be without prejudice to any claim, remedy or right of action that either party may have in relation to this Agreement.

57.5 Termination for Change of Control

57.5.1 The Authority may terminate this Agreement by written notice without penalty if there is a Change of Control to which the Authority objects except where the Authority:

57.5.1.1 has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or

57.5.1.2 has not served its notice within six (6) months of the later of the date the Change of Control took place or the date on which the Authority was given notice of the Change of Control.

57.5.2 The AMS Supplier shall notify the Authority in writing within one month of any Change of Control taking place.

57.6 Termination by the AMS Supplier

57.6.1 The AMS Supplier may terminate this Agreement if the Authority is in material breach of its obligation to pay undisputed Charges, the AMS Supplier has given ninety (90) days written notice specifying the breach and requiring its remedy and the Authority has not complied with such notice within the ninety (90) days. The AMS Supplier's right of termination under this clause 57.6 shall not apply to non-payment of the Charges by the Authority where such non-payment is due to the Authority exercising its rights under clause 20 (Recovery of Sums Due) or other right of non-payment or withholding in this Agreement.

57.6.2 The AMS Supplier shall not exercise, or purport to exercise, any right to terminate this Agreement (or accept any repudiation of this Agreement) except as expressly set out in this Agreement.

57.7 Termination for Continuing Force Majeure Event

57.7.1 The Authority may, by written notice to the AMS Supplier:

57.7.1.1 require the AMS Supplier to suspend the provision of any affected part of the AMS Services where a Force Majeure Event occurs which affects any such part of the AMS Services for a continuous period of more than five (5) days;

57.7.1.2 terminate this Agreement or any affected part of the AMS Services where a Force Majeure Event occurs which affects all or a substantial part of the AMS Services for a continuous period of more than ninety (90) days; or

57.7.1.3 terminate any affected part of the AMS Services where a Force Majeure Event occurs which affects a part (but not a substantial part) of the AMS Services for a continuous period of more than one hundred and twenty (120) days.

57.8 Termination on Regulation 73 Grounds

57.8.1 The Authority may terminate this Agreement with immediate effect by the service of written notice if any of the provisions of Regulation 73(1)(a) - (c) of the Public Contracts Regulations 2015 apply.

57.8.2 Where this Agreement is terminated pursuant to clause 57.8.1 on Regulation 73(1)(a) and/or Regulation 73(1)(c) grounds, such termination shall be treated as a termination for convenience by the Authority pursuant to clause 57.4 and a Termination Payment shall be payable in accordance with Schedule 7.2 (Payments on Termination).

57.8.3 Where this Agreement is terminated pursuant to clause 57.8.1 on Regulation 73(1)(b) grounds, such termination shall be treated as a termination for cause by the Authority pursuant to clause 57.1 and no Termination Payment shall be payable by the Authority.

58. REMEDIAL PLAN PROCESS

58.1 Subject to clause 57.1.3.1 or clause 57.3.1, if the AMS Supplier commits a material Default and the Default is capable of remedy, the Authority may choose first to operate the Remedial Plan Process. The Authority may specify that a Recovery Plan under paragraph 19.4 of schedule 2.2 (Service Performance Management) in relation to the same Default shall count as a Remedial Plan for the purposes of this clause 58, in which case the Remedial Plan shall also be governed by the process in that paragraph.

58.2 The Remedial Plan Process is as follows:

58.2.1 The Authority notifies the AMS Supplier that it considers that the AMS Supplier is in material Default and that it requires a Remedial Plan. The notice may specify the

matters complained of in outline but must contain sufficient detail so that it is reasonably clear what the AMS Supplier has to remedy.

58.2.2 The AMS Supplier shall serve a draft Remedial Plan within twenty (20) Working Days (or any other period agreed by the parties) even if the AMS Supplier disputes that it is responsible for the matters complained of.

58.2.3 If the Authority considers that the draft Remedial Plan is insufficiently detailed to be properly evaluated, or will take too long to complete or will not remedy the matters complained of then it may either agree a further time period for the development and agreement of the Remedial Plan or escalate any issues with the draft Remedial Plan using the Escalation Process.

58.2.4 If despite the measures taken under clause 58.2.3 a Remedial Plan cannot be agreed within ten (10) Working Days of the date of its submission then the Authority may elect to end the Remedial Plan Process at the end of the escalation period set out in the Dispute Resolution Procedure and serve a Termination Notice which will take effect unless the AMS Supplier remedies the Default within a period specified in the Termination Notice which shall not be less than thirty (30) days from the date on which the Termination Notice is sent to the AMS Supplier.

58.2.5 If a Remedial Plan is agreed between the parties but the AMS Supplier fails to implement the Remedial Plan the Authority may either give the AMS Supplier a further opportunity to resume full implementation of the Remedial Plan or escalate any issues arising out of the failure to implement the Remedial Plan using the Escalation Process.

58.2.6 If the reasons for the AMS Supplier's failure to implement the Remedial Plan have not been resolved despite the use of the Escalation Process in accordance with clauses 58.2.3 or 58.2.5, and the AMS Supplier has not otherwise remedied the Default, then the Authority may serve a Termination Notice and this Agreement shall terminate on the last day of the period specified by the Authority in its notice, which shall not be less than thirty (30) days from the date on which the Termination Notice is sent to the AMS Supplier.

59. CONSEQUENCES OF EXPIRY OR TERMINATION

59.1 Following the service of a Termination Notice for any reason the AMS Supplier shall continue to be under an obligation to provide the AMS Services and the Cross Tower Services to the

required Service Levels and to ensure that there is no degradation in the standards of the AMS Services or the Cross Tower Services until the date of the termination.

59.2 In the event of termination or expiry, the AMS Supplier shall:

59.2.1 repay to the Authority all Charges it has been paid in advance in respect of FITS Services not provided by the AMS Supplier as at the date of expiry or termination;

59.2.2 comply with its obligations contained in the Exit Plan; and

59.2.3 subject to the content of the Exit Plan, cease to use the Authority Data and, at the direction of the Authority provide the Authority and/or the Replacement AMS Supplier with a complete and uncorrupted version of the Authority Data in electronic form in the formats and on media agreed with the Authority and/or the Replacement AMS Supplier or as specified in the Information Assets Register; and

59.2.4 on the earlier of the receipt of the Authority's written instructions or twelve (12) months after the date of expiry or termination, destroy all copies of the Authority Data, excepting a copy of any such Authority Data which is also a record as set out in schedule 8.4 (Records Provisions) and promptly provide written confirmation to the Authority that the data has been destroyed; and

59.2.5 provide access during normal working hours to the Authority and/or the Replacement AMS Supplier for up to twelve (12) months after expiry or termination to:

59.2.5.1 such information relating to the FITS Services as remains in the possession or control of the AMS Supplier; and

59.2.5.2 such members of the AMS Supplier Personnel as have been involved in the design, development and provision of the FITS Services and who are still employed by the AMS Supplier, provided that the Authority and/or the Replacement AMS Supplier shall pay the reasonable costs of the AMS Supplier actually incurred in responding to requests for access under this clause 59.2.5.

59.3 The provisions of this Agreement that expressly or by implication are intended to come into or continue in force on or after termination or expiry of this Agreement including, but not limited to, clauses 20 (Recovery of Sums Due), 26 (Audits), 35 (Non-Solicitation), 36 (Intellectual Property Rights), 37 (Licences Granted by the AMS Supplier), 43 (Protection of Personal Data),

44 (Freedom of Information), 45 (Confidentiality), 53 (IPR Indemnity), 54 (Limitations on Liability), 59 (Consequences of Expiry or Termination), 60 (Payments made on Termination), 70 (Severance), 72 (Entire Agreement), 73 (Third Party Rights) and 75 (Governing Law and Jurisdiction), and the provisions of schedules 1 (Definitions), 7.1 (Charging and Invoicing), 7.2 (Payments on Termination), 8.6 (IT Service Continuity), 9.1 (Staff Transfers) and 8.5 (Exit Management) shall survive the termination or expiry of this Agreement.

60. PAYMENTS MADE ON TERMINATION

60.1 Save for any payments in respect of any assets made in accordance with schedule 8.5 (Exit Management), the Authority shall not make a payment to the AMS Supplier:

60.1.1 on the expiry of the Term;

60.1.2 for Termination for Cause by the Authority in accordance with clause 57.1 or schedule 7.3 (Benchmarking), or for Partial Termination (other than for convenience) in accordance with clause 57.3.1; or

60.1.3 for termination for Change of Control in accordance with clause 57.5.1.

60.2 The costs of termination incurred by the parties shall lie where they fall if either party terminates or partially terminates this Agreement pursuant to clause 57.7 (Termination for Continuing Force Majeure Event).

61. EXIT MANAGEMENT

61.1 The Authority and the AMS Supplier shall comply with the Exit Management requirements set out in schedule 8.5 (Exit Management) and any current Exit Plan. Notwithstanding any other provision of this Agreement the Authority shall have the rights set out in this clause 61:

61.1.1 if an Insolvency Event occurs, the Authority's rights under clause 61.2 shall be exercisable by the Authority at any time before the winding up of the AMS Supplier or any other consequence of the occurrence of those events, including the appointment of a liquidator, receiver, manager or administrator;

61.1.2 in the event of termination of this Agreement for any reason; and/or

61.1.3 upon the expiry of this Agreement.

61.2 The AMS Supplier shall not, without the Authority's consent, encumber any AMS Supplier Equipment in any way which would require the consent of a third party to the exercise by the

Authority of its rights under schedule 8.5 (Exit Management) or which would in some other way restrict the exercise by the Authority of its rights under that schedule. For the purposes of this clause 61.2 "encumber" does not include any leasing agreement but shall include any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, security interest, any other security agreement or arrangement or which otherwise restricts the AMS Supplier's ability to use and deal with the relevant item of AMS Supplier Equipment.

61.3 Unless the Authority otherwise requires, during the time between service of a notice of termination of this Agreement, or for Partial Termination in accordance with clause 57.3, and such termination or exercise taking effect, the AMS Supplier shall take all steps, which are necessary and consistent with its continuing obligations, to mitigate any losses, costs, liabilities and expenses which the AMS Supplier may incur as a result of the termination, including to:

61.3.1 cancel all capital and recurring cost commitments in connection with the Implementation Plan and/or the provision of FITS Services on the most cost-effective terms;

61.3.2 terminate all relevant contracts or the relevant parts of relevant contracts with its Sub-contractors in connection with the provision of the AMS 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 Replacement AMS Supplier instead;

61.3.3 reduce labour costs by the redeployment or release of AMS Supplier Personnel other than Key Personnel to the extent possible in the circumstances; and

61.3.4 apply any insurance monies available to the reduction of any unavoidable costs remaining in respect of the required actions in clauses 61.3.1 to 61.3.3 (inclusive).

61.4 If the cost of any AMS Supplier Equipment has not been fully paid for through Milestone payments or otherwise amortised at the time of expiry or termination of this Agreement, the Authority shall pay the AMS Supplier for any AMS Supplier Equipment that the Authority elects to have transferred to it to the extent specified in (and in accordance with) schedule 8.5 (Exit Management).

61.5 If the AMS Supplier does not fulfil its obligations in accordance with clause 61.3, the Authority shall not pay any sums in excess of those which the Authority would have paid had such action been taken.

62. STEP-IN RIGHTS

62.1 The Authority may take action under this clause in the following circumstances:

- 62.1.1 there is a Default entitling the Authority to terminate in accordance with clause 57.1 (Termination for Authority Cause);
- 62.1.2 there is a Default by the AMS Supplier that is materially preventing or materially delaying the performance of the AMS Services or any part of the FITS Services;
- 62.1.3 there is a Delay that has resulted or the Authority reasonably anticipates will result in the AMS Supplier's failure to Achieve a Milestone in respect of Authority to Proceed or CPP by its Milestone Date;
- 62.1.4 a Force Majeure Event occurs which materially prevents or materially delays the performance of the AMS Services or any part of the FITS Services;
- 62.1.5 a Critical Service Failure occurs;
- 62.1.6 not used;
- 62.1.7 where the AMS Supplier is not in breach of its obligations under this Agreement but the Authority considers that the circumstances constitute an emergency;
- 62.1.8 where a Regulatory Body has advised the Authority that the exercise by the Authority of its rights under this clause is necessary;
- 62.1.9 because a serious risk exists to the health or safety of persons, property or the environment;
- 62.1.10 because a serious risk exists to the security of any prison;
- 62.1.11 to discharge a statutory duty; and/or
- 62.1.12 on the occurrence of an Insolvency Event in respect of the AMS Supplier.

Action To Be Taken Prior To Exercise Of The Right Of Step-in

62.2 Before the Authority exercises its right of step-in under this clause 62 (except in relation to clauses 62.1.7, 62.1.9, 62.1.10, or 62.1.11 where step-in shall be at the Authority's complete discretion), it shall permit the AMS Supplier the opportunity to demonstrate to the Authority's reasonable satisfaction within ten (10) Working Days that the AMS Supplier is still able to

provide the AMS Services and the Cross Tower Services in accordance with the terms of this Agreement and/or remedy the circumstances giving rise to the right to step-in without the requirement for the Authority to take action.

62.3 If the Authority is not satisfied with the AMS Supplier's demonstration pursuant to clause 62.2, the Authority may:

62.3.1 where the Authority considers it expedient to do so, require the AMS Supplier by notice in writing to take those steps that the Authority considers necessary or expedient to mitigate or rectify the state of affairs giving rising to the Authority's right to step-in;

62.3.2 appoint any person to work with the AMS Supplier in performing all or a part of the AMS Services or the Cross Tower Services (including those provided by any Sub-contractor); or

62.3.3 take the steps that the Authority considers appropriate to ensure the performance of all or part of the FITS Services (including those provided by any Sub-contractor).

62.4 The AMS Supplier shall co-operate fully and in good faith with the Authority, or any other person appointed in respect of clause 62.3.2, and shall adopt any reasonable methodology in providing the AMS Services or Cross Tower Services recommended by the Authority or that person.

Exercise of the Right of Step-in

62.5 If the AMS Supplier:

62.5.1 fails to confirm within ten (10) Working Days of a notice served pursuant to clause 62.3.1 that it is willing to comply with that notice; or

62.5.2 fails to work with a person appointed in accordance with clause 62.3.2; or

62.5.3 fails to take the steps notified to it by the Authority pursuant to clause 62.3.3,

then the Authority may take action under this clause either through itself or with the assistance of third party contractors, provided that the AMS Supplier may require any third parties to comply with a confidentiality undertaking equivalent to clause 45 (Confidentiality).

- 62.6 If the Authority takes action pursuant to clause 62.5, the Authority shall serve notice ("**Step-in Notice**") on the AMS Supplier. The Step-in Notice shall set out the following:
- 62.6.1 the action the Authority wishes to take and in particular the AMS Services and/or Cross Tower Services it wishes to control;
 - 62.6.2 the reason for and the objective of taking the action and whether the Authority reasonably believes that the primary cause of the action is due to the AMS Supplier's Default;
 - 62.6.3 the date it wishes to commence the action;
 - 62.6.4 the time period which it believes will be necessary for the action;
 - 62.6.5 whether the Authority will require access to the AMS Supplier's premises and/or the Sites;
 - 62.6.6 to the extent practicable, the effect on the AMS Supplier and its obligations to provide the AMS Services and Cross Tower Services during the period the action is being taken.
- 62.7 Following service of a Step-in Notice, the Authority shall:
- 62.7.1 take the action set out in the Step-in Notice and any consequential additional action as it reasonably believes is necessary to achieve (together, the "**Required Action**");
 - 62.7.2 keep records of the Required Action taken and provide information about the Required Action to the AMS Supplier;
 - 62.7.3 co-operate wherever reasonable with the AMS Supplier in order to enable the AMS Supplier to continue to provide any AMS Services or Cross Tower Services in relation to which the Authority is not assuming control; and
 - 62.7.4 act reasonably in mitigating the cost that the AMS Supplier will incur as a result of the exercise of the Authority's rights under this clause.
- 62.8 For so long as and to the extent that the Required Action is continuing, then:
- 62.8.1 the AMS Supplier shall not be obliged to provide the AMS Services or Cross Tower Services to the extent that they are the subject of the Required Action;

- 62.8.2 subject to clause 62.9, the Authority shall pay to the AMS Supplier the Charges after the deduction of any applicable Service Credits, Delay Payments and the Authority's costs of taking the Required Action.
- 62.9 If the Required Action results in:
- 62.9.1 the degradation of any AMS Services or Cross Tower Services not subject to the Required Action; or
- 62.9.2 the non-Achievement of a Milestone,
- beyond that which would have been the case had the Authority not taken the Required Action, then the AMS Supplier shall be entitled to an agreed adjustment of the Charges, provided that the AMS Supplier can demonstrate to the reasonable satisfaction of the Authority that the Required Action has led to the degradation or non-Achievement.
- 62.10 Before ceasing to exercise its step in rights under this clause the Authority shall deliver a written notice to the AMS Supplier ("**Step-Out Notice**"), specifying:
- 62.10.1 the Required Action it has actually taken; and
- 62.10.2 the date on which the Authority plans to end the Required Action ("**Step-Out Date**") subject to the Authority being satisfied with the AMS Supplier's ability to resume the provision of the AMS Services and the Cross Tower Services and the AMS Supplier's plan developed in accordance with clause 62.11.
- 62.11 The AMS Supplier shall, following receipt of a Step-Out Notice and not less than twenty (20) Working Days prior to the Step-Out Date, develop for the Authority's approval a draft plan ("**Step-Out Plan**") relating to the resumption by the AMS Supplier of the AMS Services and Cross Tower Services, including any action the AMS Supplier proposes to take to ensure that the affected AMS Services and Cross Tower Services satisfy the requirements of this Agreement.
- 62.12 If the Authority does not approve the draft Step-Out Plan, the Authority shall inform the AMS Supplier of its reasons for not approving it. The AMS Supplier shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Authority for the Authority's approval. The Authority shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.

- 62.13 The AMS Supplier shall bear its own costs in connection with any step-in by the Authority under this clause 62.

SECTION L - MISCELLANEOUS AND GOVERNING LAW

63. ASSIGNMENT AND NOVATION

- 63.1 The AMS Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Agreement or the Master Services Agreement without the prior written consent of the Authority.
- 63.2 Notwithstanding clause 63.1, the AMS Supplier may assign to a third party the right to receive payment of the Charges or any part thereof due to the AMS Supplier under this Agreement or the Master Services Agreement. Any assignment under this clause 63.2 shall be subject to:
- 63.2.1 deduction of any sums in respect of which the Authority exercises its right of recovery under clause 20 (Recovery of Sums Due); and
 - 63.2.2 all related rights of the Authority under this Agreement or Master Services Agreement in relation to the recovery of sums due but unpaid.
- 63.3 The Authority may:
- 63.3.1 assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement, the Master Services Agreement and any associated third party licences to any other Contracting Authority or to any FITS Supplier or Replacement AMS Supplier; or
 - 63.3.2 novate this Agreement, the Master Services Agreement and any associated third party licences to any other body which substantially performs any of the functions that previously had been performed by the Authority. If this transfer increases the burden of the AMS Supplier's obligations under this Agreement the AMS Supplier shall be entitled to any additional Charges that are reasonable by way of compensation and which can be agreed through the Change Control Procedure.
- 63.4 A change in the legal status of the Authority shall not (subject to clause 63.5) affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.
- 63.5 If this Agreement is novated to a body which is not a Contracting Authority, or a body which is not a Contracting Authority succeeds the Authority, (both "**transferee**" in the rest of this clause):

- 63.5.1 the AMS Supplier shall be entitled to exercise a right of termination if:
- 63.5.1.1 the transferee suffers an Insolvency Event; or
 - 63.5.1.2 the transferee commits:
 - (a) a material Default which Default, subject to the exercise of a process equivalent to the Remedial Plan Process, is not remedied within thirty (30) days after notice of Default from the AMS Supplier to the transferee requiring its remedy; or
 - (b) a material Default which is irremediable;
- 63.5.2 the transferee may only assign, novate or otherwise dispose of its rights and obligations under this Agreement or the Master Services Agreement (or any part) with the prior written consent of the AMS Supplier (which consent shall not be unreasonably withheld or delayed); and
- 63.5.3 the following clauses shall be varied from the date of the novation or the date of the Authority's change of status (as appropriate) as if this Agreement had been amended by the parties in accordance with the Change Control Procedure:
- 63.5.3.1 in clauses 20 (Recovery of Sums Due) the words "or any other Crown Body" shall be deleted; and
 - 63.5.3.2 the definition of "Crown Body" in schedule 1 (Definitions) shall be deleted; and
 - 63.5.3.3 clause 45.7.1 (Confidentiality) shall be deleted.

64. **WAIVER AND CUMULATIVE REMEDIES**

- 64.1 The rights and remedies provided by this Agreement may be waived only in writing by the relevant Representative in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.
- 64.2 Unless a right or remedy of the Authority is expressed to be an exclusive right or remedy, the exercise of it by the Authority is without prejudice to the Authority's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

- 64.3 The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at law or in equity or otherwise under this Agreement.

65. **RELATIONSHIP OF THE PARTIES**

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

66. **PREVENTION OF CORRUPTION**

- 66.1 The AMS Supplier shall, and shall use all reasonable endeavours to ensure that all persons performing services on its behalf in relation to this Agreement or the Master Services Agreement shall, comply with any applicable Law in force from time to time regarding bribery, fraudulent acts and/or any other corrupt practice including:

66.1.1 the Bribery Act 2010;

66.1.2 the Anti-Terrorism, Crime and Security Act 2001;

66.1.3 the US Foreign Corrupt Practices Act of 1977; and

66.1.4 any equivalent Laws in the territory in which the Contractor or its associates perform services for the Authority,

together (“**Anti-Bribery Law**”).

- 66.2 The AMS Supplier undertakes that it has procedures, methodologies and structures in place to prevent persons performing services on its behalf in relation to this Agreement or the Master Services Agreement from undertaking conduct that might amount to a breach of Anti-Bribery Law, which at least meet or exceed the procedures, methodologies and structures recommended by prevailing government issued guidance and at least meet or exceed the procedures, methodologies and structures implemented in accordance with good industry practice for the AMS Supplier’s business sector (“**AMS Supplier Anti Bribery Policies**”).

- 66.3 Without limiting clauses 66.1, 66.2 and 66.4, the AMS Supplier and anyone employed by the AMS Supplier shall, and the AMS Supplier shall use all reasonable endeavours to ensure that

all persons performing services in relation to this Agreement or the Master Services Agreement on its behalf shall:

- 66.3.1 adhere to and comply with the relevant AMS Supplier Anti-Bribery Policies; and
 - 66.3.2 provide any information reasonably requested by the Authority from time to time (such requests to be no more frequent than once in any 12 month period during the Term of this Agreement for routine requests but shall be unrestricted if the Authority has grounds to suspect any non-compliance) in relation to ensuring compliance by the Authority with any law or Anti-Bribery Law.
- 66.4 Without limiting clause 66.1, the AMS Supplier undertakes that it and anyone employed by the AMS Supplier and all persons performing services on its behalf have not offered, promised or agreed to (and will not offer, promise or agree to) give any financial or other advantage (including, but not limited to, any money or gift of any value), to:
- 66.4.1 any official, agent or employee of the Authority or any government, governmental or regulatory agency or other public body (or any person acting in an official capacity for or on behalf of any government, governmental or regulatory agency or other public body) in return for such person assisting (by acting or refraining from acting in their official capacity), either directly or indirectly, in obtaining or retaining business from the Authority or for showing favour or disfavour to any person in relation to this Agreement, the Master Services Agreement or any other contract with the Authority;
 - 66.4.2 any person in the form of a commission from the AMS Supplier or on its behalf, or to its knowledge, unless before this Agreement is made, particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Authority; or
 - 66.4.3 any other person as an inducement or reward for the improper performance of any function or activity in relation to obtaining or retaining business for the Authority. In this context “improper performance” means performance which does not comply with any reasonable expectations of impartiality or good faith or otherwise, that are expected of the AMS Supplier or anyone employed by the AMS Supplier and all persons performing services on its behalf.
- 66.5 The AMS Supplier shall not enter into this Agreement and the Master Services Agreement if it has knowledge that, in connection with it, the AMS Supplier or anyone employed by the AMS

Supplier or any persons performing services on its behalf, have acted contrary to any obligation set out in this clause 66, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Authority before execution of this Agreement.

66.6 If the AMS Supplier, anyone employed by the AMS Supplier or (where acting with the AMS Supplier's knowledge or where the AMS Supplier ought reasonably to have such knowledge) any persons performing services on its behalf in relation to this Agreement or the Master Services Agreement breaches any of clauses 66.1 to 66.5 inclusive, the Authority may terminate this Agreement by written notice with immediate effect.

66.7 If any person performing services in relation to this Agreement or the Master Services Agreement on the AMS Supplier's behalf fails to comply with any Anti-Bribery Law and/or the AMS Supplier Anti-Bribery Policies applicable to them then the Authority may, by written notice, require they be removed and replaced from the performance of the AMS Services and Cross Tower Services provided that the Authority takes into account the severity of the breach and the impact on the FITS Services of removing or replacing the person(s) in question.

66.8 Notwithstanding clause 29, any dispute relating to:

66.8.1 the interpretation of this clause 66; or

66.8.2 the amount or value of any financial or other advantage,

shall be determined by the Authority (acting reasonably) and the decision shall be final and conclusive.

66.9 The AMS Supplier hereby indemnifies the Authority against any direct and/or indirect loss (including loss of profit and revenue), cost, expense, (including professional expenses), fines and the monetary effect of any other form of sanction suffered or incurred by the Authority howsoever arising as a result of any breach of clause 66.1, 66.2, 66.3, 66.4, 66.5, 66.6 and/or 66.7 by the AMS Supplier or by anyone employed by the AMS Supplier or anyone acting on its behalf (whether with or without the knowledge of the AMS Supplier) or the commission of any offence under Anti-Bribery Law by the AMS Supplier or by anyone employed by the AMS Supplier or anyone acting on its behalf in relation to this Agreement or any other contract with the Authority.

66.10 Any termination under clause 66.6 shall be without prejudice to any right or remedy which has already accrued, or subsequently accrues, to the Authority.

67. PUBLICITY AND BRANDING

67.1 The AMS Supplier shall not:

67.1.1 make any press announcements or publicise this Agreement or its contents in any way; or

67.1.2 use the Authority's name or brand in any promotion or marketing or announcement of orders;

without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

67.2 Each party acknowledges to the other that nothing in this Agreement or the Master Services Agreement either expressly or by implication constitutes an endorsement of any products or services of the other party (including the AMS Services, the Cross Tower Services, the AMS Supplier ICT Environment and the Authority's ICT Environment) and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

68. COMMERCIAL EXPLOITATION

The AMS Supplier or any Affiliate of the AMS Supplier shall not, without the prior written consent of the Authority, use any element of the Authority's ICT Environment, the AMS Services or the Cross Tower Services to provide services to any third party. If the AMS Supplier wishes to use any such item for such purpose it shall notify the Authority setting out a commercial proposal for such use. The Authority shall consider such proposal and, after taking into consideration the risks and benefits relating to the proposal, the Authority shall notify the AMS Supplier whether or not it consents to such usage.

69. AUTHORITY ACCOMMODATION

69.1 The Authority and the AMS Supplier shall enter into the Licence to Occupy on the first Service Commencement Date or, where appropriate, such date(s) as may be shown in schedule 6.1 (Project Management).

69.2 There will be no payments due by the AMS Supplier under the Licence to Occupy.

69.3 The Licence to Occupy will terminate upon the termination or expiration of this Agreement or in accordance with the provisions of the Licence to Occupy.

- 69.4 If during the Term the AMS Supplier requires access to any of the Sites to perform the AMS Services or Cross Tower Services such access shall be as an invitee of the Authority and on terms notified by the Authority to the AMS Supplier.
- 69.5 The Authority shall be responsible for maintaining the security of the Sites in accordance with its standard security requirements. The AMS Supplier shall comply with all reasonable security requirements of the Authority while on the Sites, and shall procure that all of its employees, agents and Sub-contractors shall likewise comply with such requirements. The Authority shall provide the AMS Supplier upon request with copies of its written security procedures and shall afford the AMS Supplier upon request with an opportunity to inspect its physical security arrangements.
- 69.6 The parties acknowledge the unique status of HM Prisons with regard to the Prisons Act and the Offender Management Act.
- 69.7 If the AMS Supplier needs to install any element of the End to End ICT Environment on the Sites it shall give reasonable prior notice thereof to the Authority providing details of any special requirements for such items in accordance with the procedures specified by the Authority. The Authority shall grant the AMS Supplier appropriate rights of access to the relevant Sites for such installation. The AMS Supplier shall after the installation of such items make good any damage caused to any of the relevant Sites to the reasonable satisfaction of the Authority.
- 69.8 The AMS Supplier shall be responsible for the removal from the Sites of all rubbish, waste, and packaging materials generated in, and all tools, maintenance and test used in, the provision of the AMS Services at the Sites.
- 69.9 The AMS Supplier recognises that any Sites made available by the Authority are in accordance with the Authority's national accommodation and security policy and the Authority's local policy in force at the time of the requirement. The AMS Supplier recognises that the Authority's accommodation policy as at the date of this Agreement does not allow for long term storage facilities at the Sites and there are no storage facilities at Headquarters.
- 69.10 If following the Effective Date and during the Term the AMS Supplier requires rights to occupy any of the Sites to perform the AMS Services or Cross Tower Services under

this Agreement or the Master Services Agreement which it did not as at the Effective Date need to, the following provisions shall apply:

- 69.10.1 the AMS Supplier shall undertake a survey of the relevant Sites in order to create a detailed project plan for implementation at particular Sites by the AMS Supplier;
 - 69.10.2 the AMS Supplier shall produce a report in respect of each of the relevant Sites that have been surveyed (“**Site Survey Report**”). The Site Survey Report will be approved by the Authority and will include details of accommodation requirements of the AMS Supplier at the relevant Sites in accordance with schedule 3.1 (Authority Responsibilities);
 - 69.10.3 the occupation of the AMS Supplier at the relevant Sites that have been surveyed will be formalised in accordance with the Site Survey Report; and
 - 69.10.4 if the Authority is unable to provide the accommodation identified by the Site Survey Report then the AMS Supplier shall provide additional accommodation.
- 69.11 The AMS Supplier shall be responsible for meeting the cost and expense of all additional accommodation which is necessary to perform the Services.
- 69.12 Upon termination or expiry of the Licence to Occupy, the AMS Supplier shall provide replacement accommodation for the accommodation under the Licence to Occupy at its own cost and within such timescales as are required to enable the AMS Supplier to continue to meet its obligations under this Agreement and the Master Services Agreement.
- 69.13 The AMS Supplier shall be entitled to use (free of charge) such services as may exist at the Sites (including but not limited to telephones, faxes, and power) solely for the purpose of providing the AMS Services and the Cross Tower Services. If the AMS Supplier uses the services at the Sites for any purpose other than the provision of the AMS Services or the Cross Tower Services, the Authority shall be entitled to charge for the use of the services at the Sites.

70. SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the

remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the AMS Supplier and the Authority shall immediately commence good faith negotiations to remedy that invalidity.

71. FURTHER ASSURANCES

Each party undertakes at the request of the other, and at the cost of the requesting party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Agreement.

72. ENTIRE AGREEMENT

72.1 This Agreement, together with the documents referred to in it (including, without limitation, the Master Services Agreement), constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

72.2 Each of the parties acknowledges and agrees that in entering into this Agreement, the Master Services Agreement and the documents referred to in it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement and the Master Services Agreement. The only remedy available to either party in respect of any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement or the Master Services Agreement (as applicable).

72.3 Nothing in this clause 72 shall operate to exclude any liability for fraud.

73. THIRD PARTY RIGHTS

73.1 Subject to clause 45.7 (Confidentiality), and schedule 9.1 (Staff Transfers), a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

73.2 Any rights created under clause 73.1 may be altered or extinguished by the parties without the consent of the third party beneficiaries.

74. NOTICES

74.1 Any notices given under or in relation to this Agreement shall be in writing, signed by or on behalf of the party giving it and shall be served by delivering it personally or by sending it by pre-paid first class post, recorded delivery or registered post or by fax or by email to the address and for the attention of the relevant party notified for such purpose or to such other address as that party may have stipulated in accordance with this clause 74.

74.2 A notice shall be deemed to have been received:

74.2.1 if delivered personally, at the time of delivery;

74.2.2 in the case of pre-paid first class post, three Working Days from the date of posting;

74.2.3 in the case of fax, on the day of transmission if sent before 16:00 hours of any Working Day and otherwise at 09:00 hours on the next Working Day and provided that, at the time of transmission of a fax, an error-free transmission report has been received by the sender; and

74.2.4 in the case of email, at the time that the email enters the ICT Environment of the intended recipient provided that no error message indicating failure to deliver has been received by the sender and provided further that within twenty four hours (24) of transmission a hard copy of the email signed by or on behalf of the person giving it is sent by pre-paid first class post, recorded delivery or registered post to the intended recipient.

74.3 In proving service, it shall be sufficient to prove that the envelope containing the notice was addressed to the relevant party at its address previously notified for the receipt of notices (or as otherwise notified by that party) and delivered either to that address or into the custody of the postal authorities as pre-paid first class post, recorded delivery, registered post or airmail letter, or that the notice was transmitted by fax to the fax number of the relevant party at its fax number previously notified for the receipt of notices (or as otherwise notified by that party).

75. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and subject to the Dispute Resolution Procedure each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

76. MODERN SLAVERY

76.1 The AMS Supplier shall, and procure that each of its Sub-Contractors shall, comply with:

76.1.1 the Modern Slavery Act 2015 (“Slavery Act”); and

76.1.2 the AMS Supplier’s anti-slavery policy (“Anti-slavery Policy”) which will be provided to the Authority upon request.

76.2 The AMS Supplier shall:

76.2.1 implement appropriate due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;

76.2.2 respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;

76.2.3 deliver to the Authority each financial year, a copy of its annual slavery and human trafficking statement prepared in accordance with section 54(1) of the Slavery Act;

76.2.4 provide appropriate training to its employees to ensure compliance with the Slavery Act; and

76.2.5 complete the Modern Slavery Assessment Tool at least once a year.

76.3 The AMS Supplier shall ensure that:

76.3.1 it conducts its business in a manner consistent with all applicable laws, regulations and codes including the Slavery Act;

76.3.2 its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and

76.3.3 as at the Effective Date neither the AMS Supplier nor any of its Sub-Contractors:

76.3.3.1 has been convicted of any offence involving slavery and trafficking;
or

76.3.3.2 has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

76.4 The AMS Supplier shall notify the Authority as soon as it becomes aware of:

76.4.1 any breach, or potential breach, of the Anti-Slavery Policy; or

76.4.2 any actual or suspected slavery or trafficking in a supply chain which relates to this Agreement.

76.5 If the AMS Supplier notifies the Authority pursuant to clause 76.4, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Agreement.

76.6 If the AMS Supplier is in Default under clauses 76.2 or 76.3 the Authority may by notice require the AMS Supplier to remove from performance of this Agreement any Sub-Contractor or AMS Personnel whose acts or omissions have caused the Default.

IN WITNESS of which this Agreement has been duly executed by the parties.

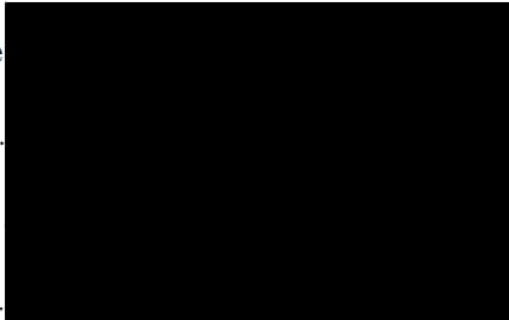
SIGNED for and on behalf of the Secretary of State for Justice

Signature

Name:

Position:

Date.....



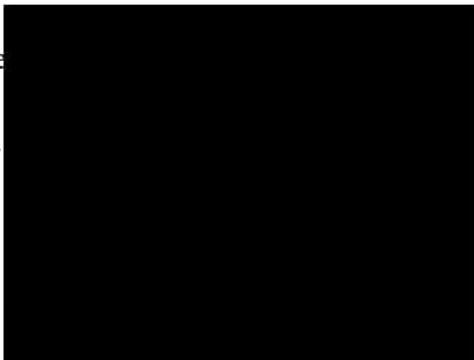
SIGNED for and on behalf of CGI IT UK Limited

Signature

Name: ...

Position:

Date.....

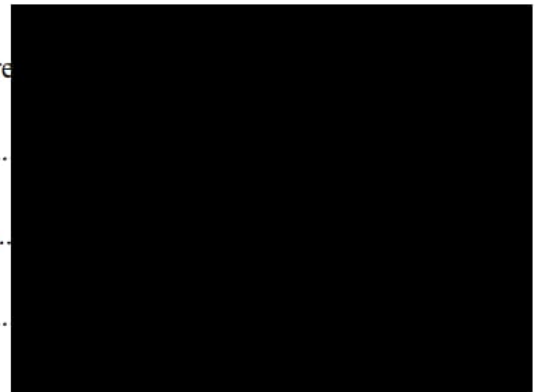


Signature

Name.....

Position..

Date.....



OFFICIAL

ANNEX 2

SCHEDULE 1 (DEFINITIONS)



Application Maintenance & Support (AMS) Services

Schedule 1: Definitions

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
V0.1	30 July 2020		First draft
V0.2	21 September 2020		Second draft
V0.3	2 October 2020		Third draft
V0.4	20 October 2020		Fourth draft
V1.0	21 October 2020		Final version
V1.1	26 July 2023		Updated draft
V1.2	3 August 2023		Updated draft for extension
V1.3	3 August 2023		Updated during meeting with MoJ and CGI
V1.4	7 August 2023		Updated draft for extension
V2.0	7 August 2023		Final version for extension

TABLE OF CONTENTS

1. ACRONYMS.....	4
2. DEFINITIONS.....	10

This Schedule contains some terms which do not appear in the Agreement but do appear in the Agreements of Other FITS Suppliers. These have been retained to assist the AMS Supplier to understand the terminology that might be referred to by the Authority or Other FITS Suppliers from time to time. Where a term is included in this schedule but not used in the Agreement it shall have no legal effect for the AMS Supplier.

1. ACRONYMS

Acronym	Definition
A2J	Access to Justice
ALB	Arms Length Body
AMIS	Availability Management Information System
AMS	Applications Maintenance and Support
APM	Application Performance Management
ATF	AMS Transition Function
ATIA	Architecture, Technology & Information Assurance
ATP	Authority To Proceed
BAU	Business As Usual
BC	Basic Check
BCM	Business Continuity Management
BCP	Business Continuity Plan
BIA	Business Impact Analysis
BIL	Business Impact Level
BSI	British Standards Institution
BU	Business Unit
CAB	Change Advisory Board
CAPEX	Capital Expenditure
CAPS	CESG Assisted Products Service
CAR	Consolidated Asset Register
CAS-T	CESG Assured Service – Telecoms
CCCJS	Co-ordinated Computerisation of the Criminal Justice System
CCN	Contract Change Note
CEDR	Centre for Effective Dispute Resolution
CESG	The National Technical Authority for Information Assurance, formerly known as the Communications-Electronics Security Group. See http://www.ncsc.gov.uk .
CFIA	Component Failure Impact Analysis
CI	Configuration Item
CIT	Component Integration Testing
CLAS	CESG Listed Adviser Scheme
CMDB	Configuration Management Database
CMIS	Capacity Management Information System
CMM	Capability Maturity Model
CMMI	Capability Maturity Model Integration
CMO	Current Mode of Operation
CMS	Configuration Management System
COBIT	Control Objectives For Information And Related Technology

Acronym	Definition
CoCo	Code of Connection
COTS	Commercial Off The Shelf
CPA	Commercial Product Assurance
CPNI	Centre for the Protection of National Infrastructure (CPNI). See http://www.cpni.gov.uk/
CPP	Contract Performance Point
CPU	Central Processing Unit
CRAMM	CCTA (Central Computing and Telecommunications Agency) Risk Analysis and Management Method
CSF	Critical Success Factor
CSI	Continual Service Improvement
CSIP	Continual Service Improvement Programme
CSOC	Cyber Security Operation Centre
CTAS	CESG Tailored Assurance Service
CTP	Consolidated Test Plan
CVSS	Common Vulnerability Scoring System
DCP	Detailed Cutover Plans
DCTF	Data Centre Transition Function
DDD	Detailed Design Document
DHCP	Dynamic Host Configuration Protocol
DIKW	Data-to-Information-to-Knowledge-to-Wisdom
DML	Definitive Media Library
DMP	Defect Management Process
DNS	Domain Name System
DR	Disaster Recovery
DRB	Defect Review Board
DRM	Digital Rights Management
DSB	Departmental Security Branch
DSL	Definitive Software Library
DTP	Detailed Transition Plan
DWP	Detailed Workstream Plan
E2E	End to End
ECAB	Emergency Change Advisory Board
ECMA	European Computer Manufacturers Association
EDRM	Electronic Document and Records Management
eGIF	e-Government Interoperability Framework
ELS	Early Life Support
EMS	Event Management System
EOL	End of Life
eSCM-CL	eSourcing Capability Model For Client Organizations
eSCM-SP	eSourcing Capability Model For Service Providers
ETF	EUCS Transition Function
EUCS	End-User Computing Services
FAQ	Frequently Asked Question
FCF	First Contact Fix
FCI	Filled Change Instruction
FCO	Filled Change Order
FITS	Future IT Sourcing
FMO	Future Mode of Operations
FOIA	Freedom of Information Act
FSAIT	FITS Service Desk & ITIL Transition

Acronym	Definition
FTAF	FITS Transition Assurance Function
FTE	Full-Time Equivalent
FTF	First Time Fix
GMT	Greenwich Mean Time
GPG	Good Practice Guidelines
GSi	Government Secure Intranet
HIDS	Host Intrusion Detection Systems
HMG	His Majesty's Government
HOIT	Home Office IT
HQ	Head Quarters (of the Authority)
HR	Human Resources
HTF	Hosting Transition Function
IA	Information Assurance
IAMM	Information Assurance Maturity Model
IAO	Information Asset Owner
IBIS	Integrating Business and Information Systems - the IBIS Initiative - replaces the CCCJS
ICO	Information Commissioner's Office see http:// www.ico.gov.uk/
ICT	Information and Communications Technology
IDS	Intrusion Detection System
IL	Impact Level
IM	Incident Management
IMAC(s)	Installations, Moves, Adds, Changes
IMS	Incident Management System
IP	Internet Protocol
IPR	Intellectual Property Rights
IR	Incident Record
IRR	Internal Rate Of Return
IS	Information System
ISG	IT Steering Group
ISM	Information Security Management
ISMS	Information Security Management System
ISP	Internet Service Provider
ISTQB	International Software Testing Qualifications Board see http://www.istqb.org
IT	Information Technology
ITHC	IT Health Check
ITIL	IT Infrastructure Library Framework
ITN	Invitation to Negotiate
ITSC	IT Service Continuity
ITSCM	IT Service Continuity Management
ITSM	Information Technology Service Management
ITT	Invitation To Tender
KEDB	Known Error Database
KPI	Key Performance Indicator
LAN	Local Area Network
M o R	Management Of Risk
MAC	Milestone Achievement Certificate
MAL	Master Application List
MI	Management Information
MoJ	Ministry of Justice

Acronym	Definition
MSA	Master Service Agreement
MSP	Managing Successful Programmes
MTBF	Mean Time Between Failures
MTBSI	Mean Time Between Service Incidents
MTRS	Mean Time To Restore Service
MTTR	Mean Time To Repair
NCC	Nominated ESCROW agent: NCC Group Escrow Limited
NCSC	National Cyber Security Centre
NDPB	Non Departmental Public Body
NIDS	Network Intrusion Detection System
NOMS	National Offender Management Services
NPV	Net Present Value
NTF	Networks Transition Function
OAP	Other Authority Providers
OAT	Operational Acceptance Testing
OGC	Office of Government Commerce
OGD	Other Government Department
OJEU	Official Journal of the European Union
OLA	Operational Level Agreement
OPEX	Operational Expenditure
OWA	Operational Working Agreement
PBA	Pattern of Business Activity
PCI DSS	Payment Card Industry Data Security Standard
PD	Product Description
PGAS	The Pan Government Accreditation Service
PI	Performance Indicator
PIA	Privacy Impact Assessment
PID	Project Initiation Document
PIR	Post Implementation Review
PKI	Public Key Infrastructure
PLCM	Product Life Cycle Management
PMC	Protective Monitoring Controls
PMO	Project Management Office
PMS	Problem Management System
PMTF	Protective Monitoring Transition Function
POC	Proof of Concept
PoE	Power over Ethernet
PPD	Programmes and Project Delivery
PRINCE2	Projects IN Controlled Environments
PRISM	Post Release Implementation Support and Maintenance
PSN	Public Services Network
PSNA	Public Sector Network Authority
PTF	Print Services Transition Function
QoS	Quality of Service
R&I	Risks and Issues
RACI	Responsible, Accountable, Consulted, Informed
RAG	Red amber green
RAS	Remote Access Service
RBAC	Role Base Access Control
RFC	Request for Change
RfD	Request for Data

Acronym	Definition
RFI	Request for Information
RFP	Request for Proposal
RFS	Request for Service
RG	Resolver Group
RMADS	Risk Management and Accreditation Documentation Set
ROI	Return On Investment
ROM	Rough Order of Magnitude
RPO	Recovery Point Objective
RSS	Rich Site Summary
RTO	Recovery Time Objective
SACM	Service Asset and Configuration Management
SAT	Service Acceptance Testing
SCAP	Security Content Automation Protocol
SCAT	Service Catalogue
SCD	Service Commencement Date
SDLC	Service Delivery Lifecycle
SDP	Service Design Package
SI	Service Integration
SIAM	Service Integration And Management
SIP	Service Improvement Plan
SIT	Systems Integration Testing
SKL	Service Knowledge Library
SKMS	Service Knowledge Management System
SL	Service Level
SLA	Service level agreements
SLAM	Service Level Agreement Monitoring
SLM	Service Level Management
SLP	Service Level Package
SLR	Service Level Requirement
SLT	Service Level Target
SMART	Specific, Measurable, Achievable, Relevant, and Time-Bound
SMIS	Security Management Information System
SMS	Short Message Service
SOA	Service Oriented Architecture
SoA	Statement of Applicability
SOC	Service Operation Centre
SOP	Standard Operating Procedure
SOR	Statement Of Requirements
SPF	Security Policy Framework
SPO	Strategy, Planning & Operations
SPoC	Single Point Of Contact
SPoF	Single Point Of Failure
SRO	Senior Responsible Officer
SSP	Self Service Portal
SSS	Specialist Security Services
STCF	Supplier Test Collaboration Forum
STF	SIAM Transition Function
SyOPs	Security Operating Procedures
TCO	Total Cost of Ownership
TCP	Transmission Control Protocol
TDA	Technical Design Authority

Acronym	Definition
TMMi	Test Maturity Model integration
TMO	Transition Mode of Operations
TO	Technical Observation
TOC	Transition Operational Control
TOGAF	The Open Group Architecture Framework
TOI	Transfer of Information
TOM	Target Operating Model
TOR	Terms Of Reference
TSA	Tower Service Agreement
TSDM	Testing Service Delivery Manager
UAT	User Acceptance Testing
UC	Underpinning Contract
UDP	User Datagram Protocol
UK	the United Kingdom
UKAS	The United Kingdom Accreditation Service
UPS	Uninterrupted Power Supply
UTC	Coordinated Universal Time
VAT	Value Added Tax
VBF	Vital business functions
VFM	Value for Money
VLAN	Virtual Local Area Networks
VOI	Value On Investment
VoIP	Voice over Internet Protocol
VVI	Voice Video Network Integration
WAN	Wide Area Network
WBS	Work Breakdown Structure
WIP	Work In Progress – Projects, Programmes and BAU changes

2. DEFINITIONS

- 2.1 In this Agreement, unless the context otherwise requires:
- 2.1.1 expressions listed in this paragraph 2 shall have the meanings set out below;
 - 2.1.2 the expressions listed in ITIL shall have the meanings given to them in ITIL;
 - 2.1.3 the expressions listed in CESG Good Practice Guide 13 shall have the meanings given to them in CESG Good Practice Guide 13;
 - 2.1.4 the expressions listed in CESG Good Practice Guide 18 shall have the meanings given to them in CESG Good Practice Guide 18; and
 - 2.1.5 the expressions listed in schedule 9.1 (Staff Transfer) shall have the meanings given to them in schedule 9.1 (Staff Transfer).
- 2.2 If there is any conflict between the meaning given to an expression in ITIL and the meaning given to the expression in this schedule 1 (Definitions), then the meaning given to that expression in this schedule 1 (Definitions) shall apply.
- 2.3 Paragraph 2.1.2 shall apply to ITIL expressions that may be used in this Agreement with a capital first letter, but which are listed in ITIL with a lower-case first letter.
- 2.4 This Agreement also contains capitalised references to names of some of the following items, which may not be listed in this schedule 1 (Definitions):
- 2.4.1 Referenced Documents, which are described further in schedule 11 (Referenced Documents);
 - 2.4.2 Documentary Deliverables, further detail on which may be available in the relevant Product Descriptions associated with such Documentary Deliverables;
 - 2.4.3 Service Requirements, which are described further in schedule 2.1 (Service Requirements); and
 - 2.4.4 governance Boards, which are described further in schedule 8.1 (Governance).

Term	Definition
“Acceptance Criteria”	the criteria for Approval of a Milestone or other element of a FITS Service as outlined in Appendix B to schedule 6.1 and established and developed in accordance with clause 5 (Milestones, Testing and Approval) and schedule 6.1 (including any criteria set out in the Project Notification relating to that Milestone or FITS Service);
“Account Test Manager”	has the meaning given to it in the Authority Test Strategy;
“Accounting”	has the meaning set out in paragraph 36 of the standard GPG13 - Good Practice Guide Protective Monitoring for HMG ICT Systems, October 2012, Issue No: 1.7;

Term	Definition
“Accounting Items”	has the meaning set out in paragraph 48 of the standard GPG13 - Good Practice Guide Protective Monitoring for HMG ICT Systems, October 2012, Issue No: 1.7;
“Accounting Reference Date”	means the dates to which the AMS Supplier prepares its audited financial statements;
“Accreditation”	a formal, independent assessment of an End To End ICT Environment or End To End Service against the Information Security Management service requirements set out in schedule 2.1 (Service Requirements) or such other requests as may be notified to the AMS Supplier from time to time, and “Accredited” shall be construed accordingly;
“Accreditation Lead”	the lead certifier for ICT services that require accreditation;
“Accreditor”	the person or body engaged to carry out an Accreditation;
“Achieve”	in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the applicable acceptance procedure for that Milestone where the associated Acceptance Criteria have been met. “Achieved” and “Achievement” shall be construed accordingly;
“ACPO 'Good Practice Guide for Computer-Based Electronic Evidence'”	describes the best practice guidelines and approaches required for digital forensic investigations on computer-based electronic evidence. See http://www.7safe.com/electronic_evidence/ ;
“Active User”	the number of unique End User logons executed (excluding AMS Supplier Personnel) within the directory service as a subset of the available logins, from the 16th calendar day of the previous Service Reporting Period to the 15th calendar day of the current Service Reporting Period;
“Affected Party”	the party seeking to claim relief in respect of a Force Majeure Event;
“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
“Agreement”	the clauses of this Agreement together with the schedules, Appendices and annexes to it and any documents referred to or attached to it;
“AMS Services”	any and all of the services to be provided by the AMS Supplier under this Agreement, including those set out or referred to in schedule 2.1 (Service Requirements) and 6.1 (Project Management);
“AMS Supplier Equipment”	the hardware, computer and telecoms devices and equipment supplied by the AMS Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the AMS Services and/or FITS Services;
“AMS Supplier ICT Environment”	the ICT Environment used by the AMS Supplier to provide the AMS Services;

Term	Definition
“AMS Supplier Material”	the AMS Supplier Software together with the Documentation relating to the AMS Supplier Software;
“AMS Supplier Personnel”	all employees, agents, consultants and contractors of the AMS Supplier and/or of any Sub-contractor;
“AMS Supplier Representative”	the representative appointed by the AMS Supplier pursuant to clause 23.1 (Representatives);
“AMS Supplier Site”	Sites owned, controlled or occupied by the AMS Supplier which are used for the delivery by the AMS Supplier or its Sub-contractors for the provision of AMS Services;
“AMS Supplier Software”	software which is proprietary to the AMS Supplier and/or any Affiliate of the AMS Supplier, including software which is or will be used by the AMS Supplier for the purposes of providing the AMS Services and/or FITS Services including the software specified as such in schedule 5.1 (Software);
“AMS Supplier Solution”	the AMS Supplier’s solution for the Services attached to this Agreement at schedule 4.1 (AMS Supplier Solution);
“AMS Supplier's Background IPRs”	<p>(a) IPRs owned by the AMS Supplier before the Effective Date, for example those subsisting in the AMS Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the AMS Supplier's Know-How or generic business methodologies;</p> <p>(b) IPRs created by the AMS Supplier independently of this Agreement; and/or</p> <p>(c) IPRs subsisting in any AMS Supplier Software which is embedded in or which is an integral part of the Specially Written Software together with any IPRs subsisting in any AMS Supplier Material related to that AMS Supplier Software,</p> <p>but excluding IPRs owned by the AMS Supplier subsisting in the AMS Supplier Software which are not covered under paragraphs (a) to (c) above;</p>
“AMS Supplier's Change Manager”	the person appointed to that position by the AMS Supplier from time to time and notified in writing to the Authority or, if no person is notified, the AMS Supplier’s Representative;

Term	Definition
“AMS Supplier's Confidential Information”	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the AMS Supplier, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information;
“AMS Supplier's Group”	the AMS Supplier, its ultimate holding company and all subsidiaries of its ultimate holding company, the definitions of “holding company” and “subsidiary” being those set out in sections 1159, 1160 and schedule 6 of the Companies Act 2006;
“AMS Test Schedule”	the consolidated schedule (timings and dependencies) of all Project-related Testing activities as set out in schedule 6.1 (Project Management);
“AMS TF Services”	the services provided by the AMS Supplier in accordance with requirements set out in paragraphs 3 to 10 and the Appendices to schedule 6.1 (Project Management);
“AMS Transition Function”	the AMS Supplier function required to deliver the obligations and requirements set out in schedule 6.1 (Project Management);
“Application”	ICT services which enable the Authority to discharge its obligations and business function;
“Application Directory”	the store of user identity attributes, credentials and user role information for one or more Business Applications;
“Application of Revised Service Charges”	the application of revised service charges Bounded Mechanism as further described in paragraph 7.12 of schedule 7.1 (Charging and Invoicing);
“Application Performance Baseline”	a measure of the performance of a FITS Service or a Business Application at a point in time which is used as a baseline against which future performance shall be assessed;
“Approval”	means, in respect of a Deliverable, a Milestone, an element of the FITS Service or a Documentary Deliverable, to successfully meet its Acceptance Criteria, Quality Criteria (as applicable) and have the appropriate Approval Certificate issued, and “ Approve ” and “ Approved ” shall be construed accordingly;
“Approval Certificate”	a certificate supplied by the Authority when a Deliverable meets all its Approval Criteria;
“Approval Criteria”	in respect of a Milestone, or a FITS Service means its Acceptance Criteria, and in respect of a Documentary Deliverable means its Quality Criteria;
“Approval Failure”	where a review of a Documentary Deliverable is recorded as unsuccessful because the relevant Quality Criteria have not been met;
“Approval Procedure”	the processes and procedures set out in schedule 8.7 (Document

Term	Definition
	Approval Procedure);
“Approval Success”	shall have the meaning given to it in clause 5.11;
“Architectural Board”	the governance board with the same title as specified in Schedule 3 (Governance) of the MSA;
“Architecture”	the structure of a system or FITS Service, including the relationships of components to each other and to the environment they are in;
“Architecture Artefact”	Documentation, such as high level or low level designs, that describes an aspect of the Architecture and supports the delivery, management, or maintenance of FITS Services;
“Architecture Management”	a process for supporting the alignment of IS/IT provision to business needs - by defining, describing, modelling, mapping, and communicating the relationships between the as-is and to-be business requirements, business functions, IS/IT systems and services, their component parts and the environment they are in. Architecture management includes the creation and consolidation of data, documents and models pertaining to the different domains or scopes - including the Authority as a whole (Enterprise Architecture); the implementation of specific real-world solutions (solution architecture) and the operation of all real world components to provide the Authority with End to End Services (Deployed Architecture). Architecture management includes management of the Standards and guidelines that guide the design, evolution and operation of the solutions; and includes governance processes integrated with change and ICT planning and delivery lifecycles to ensure alignment with the to-be landscape;
“Arms-length Body”	a body or office listed in the Public Bodies Act 2011;
“Asset Management”	an activity or process responsible for tracking and reporting the value and ownership of assets throughout their lifecycle;
“Asset Management System”	a system developed for the management of assets and asset information;
“Assets”	all assets and rights used by the AMS Supplier to provide the AMS Services and/or FITS Services in accordance with this Agreement and any reference to such assets as they may be changed, replaced, modified, updated or subject to any programmed replacement of lifecycle regime from time to time, but excluding the Authority Assets;
“Assistive Technology”	assistive, adaptive, and rehabilitative software and hardware for people with disabilities and also includes the process used in selecting, locating, and using them. Assistive Technology (AT) is designed to enable independence for disabled people;
“Assurance Report”	a report documenting the findings, conclusions and recommendations following the completion of an activity or Deliverable to the requirements;

Term	Definition
“ATP Milestone”	any Milestone where a Milestone Achievement Certificate is required before a FITS Supplier can proceed with further activities or commence delivery of further FITS Services and/or Cross Tower Services;
“ATP Milestone Date”	the due date for Achievement of any ATP Milestone as set out in the Transition Table;
“Audio Conference Service”	a service to allow multiple End Users and multiple external callers to participate in audio conferencing calls using designated Authority accounts and personal identification numbers to gain access to the service;
“Audit Rights”	permissions to perform controlled and defined checks on a prescribed aspect of business and / or ICT process and data, against a defined set of criteria;
“Authentication”	the assurance that a person or device is the legitimate owner and user of the asserted identity;
“Authorised Representative”	an individual that has been authorised by the Authority to act and decide on its behalf during certain activities;
“Authorised Users”	users authorised to access ICT services or data or to grant other Users such authorisation;
“Authority Assets”	the Authority Materials, the specially written material, the authority 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 AMS Services and/or FITS Services, including the Hardware Assets;
“Authority Cause”	any breach by the Authority of any of the Authority’s Responsibilities except to the extent: <ul style="list-style-type: none"> (a) that it is the result of any act or omission by the Authority to which the AMS Supplier has given its prior consent; and/or (b) that it is the result of any act or omission by the AMS Supplier or an Affiliate in its capacity as Exiting Supplier;
“Authority Confidential Information”	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Authority, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably be considered to be confidential;
“Authority Data”	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: <ul style="list-style-type: none"> (a) supplied to the AMS Supplier by or on behalf of the

Term	Definition
	<p>Authority or which the AMS Supplier is required to generate, process, store or transmit pursuant to this Agreement; or</p> <p>(b) any Personal Data for which the Authority is the Data Controller;</p>
“Authority Materials”	<p>the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the AMS Supplier, the IPR in which:</p> <p>(a) are owned or used by or on behalf of the Authority; and</p> <p>(b) are or may be used in connection with the provision or receipt of the AMS Services and/or FITS Services, but excluding any specially written material, AMS Supplier Material and Third Party Material;</p>
“Authority Personnel”	all employees, agents, consultants and contractors of the Authority;
“Authority Project Manager”	the representative from the Authority who is responsible for the relevant Project;
“Authority Provided Services”	any part of the End to End Services provided by the Authority;
“Authority Representative”	the representative appointed by the Authority pursuant to clause 23.1 (Representatives);
“Authority SI Function”	the part of the System Integration function that will be delivered by the Authority;
“Authority Site”	Sites owned, controlled or occupied by the Authority and Other Authority Providers which are made available or used by the AMS Supplier or its Sub-contractors for provision of the AMS Services and/or FITS Services (or any of them) on the terms set out in this Agreement or any separate agreement or licence;
“Authority Software”	software which is owned by or licensed to the Authority, including the software specified as such in schedule 5.1 (Software) and software which is or will be used by the AMS Supplier for the purposes of providing the AMS Services and/or FITS Services but excluding the AMS Supplier Software;
“Authority Test Assurance”	the Test Assurance activities conducted by the Authority;
“Authority Test Strategy”	the document referred to as such in schedule 11 (Reference Documents);
“Authority to Proceed”	agreement by the Authority for a FITS Supplier to commence certain activities and/or commence delivering any FITS Services and/or Cross Tower Services that are identified in the Transition Portfolio Plan, the Transition Plan or a Project Plan as requiring such agreement;
“Authority's Change Manager”	the person appointed to that position by the Authority from time to time and notified in writing to the AMS Supplier or, if no

Term	Definition
	person is notified, the Authority Representative;
“Authority's ICT Environment”	an ICT Environment owned by the Authority;
“Authority's ICT Integrated Lifecycle”	the Authority's ICT process framework used to progress business demand from request to delivery and closure. It identifies the main processes, deliverables and quality gates. Often referred to as the Authority's ICT Integrated Lifecycle;
“Authority's Responsibilities”	the responsibilities of the Authority specified in schedule 3.1 (Authority Responsibilities);
“Authority's Strategic ICT Objectives”	the strategic objectives listed and described in the Authority's ICT strategy;
“Available”	has the same meaning as “Service Availability”. “Availability” shall be construed according;
“Availability Management Information System”	a set of tools, data and information that is used to support availability management;
“Availability Period”	has the meaning given to it in paragraph 7.9.2 of schedule 2.2 (Service Performance Management);
“Availability Service Level Target”	has the meaning given to it in paragraph 7.6 of schedule 2.2 (Service Performance Management);
“Average Price”	in relation to the Comparable Services provided by the Comparison Group, the mean average of prices for those Comparable Services as adjusted to produce Equivalent Services Data over the previous twelve (12) month period, or other period as agreed between the Authority and the AMS Supplier. (For the avoidance of doubt, the “mean average price” shall be calculated by aggregating the prices derived from Equivalent Services Data for each of the services and dividing the same by the number instances of Comparable Services);
“Back out Plan”	a plan for reverting to the pre-change configuration of a FITS Service following the failed implementation of a change into the live environment;
“Band”	a group or band of Services, including the Service bands that are set out in paragraph 2.1.1 of schedule 2.2 (Service Performance Management). "Bands" and "Banding" shall be construed accordingly;
“Base Application”	a Business Application denoted as such within the Master Application List, but typically with the following characteristics: a Business Application for which a degradation or loss of the service would impact on the productivity of an individual End User or a small number of End Users;
“Base Case Financial Model”	the financial model projecting Costs and Charges in relation to the provision of AMS Services and/or FITS Services prepared by the AMS Supplier as at the Effective Date consistent with the requirements in schedule 7.5 (Financial Model);

Term	Definition
“Base Cost”	the direct cost to the AMS Supplier, calculated per Man Day, of employing the AMS Supplier Personnel, expressed per individual, and including (without limitation): <ul style="list-style-type: none"> (a) salary cost; (b) staff training; (c) work place accommodation; (d) ICT equipment and tools; (e) pension allowances; (f) car allowances; and (g) any other fringe benefits;
“Benchmark Report”	the report produced by the Benchmarker following the Benchmark Review as further described in paragraph 5 of schedule 7.3 (Benchmarking);
“Benchmark Review”	a review of the AMS Services and the FITS Services carried out in accordance with paragraph 4 of schedule 7.3 (Benchmarking) to determine whether those AMS Services and/or FITS Services represent Good Value;
“Benchmarked Services”	the AMS Services and/or the FITS Services that the Authority elects to include in a Benchmark Review under paragraph 2.2 of schedule 7.3 (Benchmarking);
“Benchmarker”	the independent third party appointed under paragraph 3.1 of schedule 7.3 (Benchmarking);
“Board”	a formal Governance committee whose roles and responsibilities are outlined in schedule 8.1 (Governance);
“Board Confirmation”	means the written confirmation from the Supplier Board in accordance with paragraph 10 of schedule 7.4 (Financial Distress);
“Boundary Gateway”	a Boundary Gateway is used to demarcate the edge of an ICT Environment provided by a Supplier within the FITS ICT Environment and where necessary, implement security controls to protect Information Assets held within and transferred between ICT Environments. These gateways may be implemented to ensure the scope for Accreditation is clearly defined;
“Bounded Mechanism”	a mechanism agreed by the parties in accordance with paragraph 7 of schedule 7.1 (Charging & Invoicing);
“Breach of Security”	the occurrence of: <ul style="list-style-type: none"> (a) any unauthorised access to or use of the AMS Services, the Authority Sites, and/or any End to End ICT Environment, information or data (including the Confidential Information and the Authority Data) used by the Authority and/or the AMS Supplier in connection with this Agreement; and/or

Term	Definition
	(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the AMS Supplier in connection with this Agreement;
“Breakage Costs”	any costs (such as the AMS Supplier's own redundancy costs, and costs payable for early termination of contracts entered into by the AMS Supplier prior to receipt of the Termination Notice) incurred by the AMS Supplier directly as a result of the termination of this Agreement which: <ul style="list-style-type: none"> (a) would not have been incurred had this Agreement continued until its natural expiry; (b) relate directly to the termination of the AMS Services; (c) are unavoidable, proven, reasonable, and not capable of recovery; (d) are incurred under arrangements or agreements that are consistent with the terms of this Agreement and on reasonable commercial terms; and (e) do not relate to contracts or subcontracts with Affiliates of the AMS Supplier;
“Business Application”	the applications listed in Appendix 6 of Schedule 4.1 (AMS Supplier Solution) as amended from time to time in accordance with the Change Control Procedure;
“Business As Usual”	the routine activities performed by the Authority's Business Units;
“Business As Usual Governance”	any governance forum not associated with the End to End Transition activities, as detailed in schedule 8.1 (Governance) and the MSA;
“Business Continuity”	the strategic and tactical capability of the organisation to plan for and respond to incidents and business disruptions in order to continue business operations at an acceptable predefined level;
“Business Continuity and Disaster Recovery Plan”	any plan prepared pursuant to schedule 8.6 (IT Service Continuity), as may be amended from time to time;
“Business Impact Assessment”	an assessment resulting in an associated report outlining the risks to the Information Assets;
“Business Impact Level”	a measurement of the impact resulting from a compromise of confidentiality, integrity and availability of an ICT Environment, in accordance with HMG Security Policy Framework;
“Business Process Manual”	a manual setting out a detailed definition of all the business processes that shall be supported by the AMS Services;
“Business Record Management (Processes)”	the practice of maintaining the records of an organisation from the time they are created up to their eventual disposal;

Term	Definition
“Business Units”	a logical element or segment of the Authority carrying out a set of distinct functions and services including but not limited to the Authority’s HQ, NOMS, HMCTS, A2J, LSC, and ALBs;
“C.O. Statement”	the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector;
“Call Barge”	the capability that allows a Key User to interrupt a call that is in progress;
“Capacity Management Information System”	a set of tools, data and information that is used to support capacity management;
“Capacity Plan”	the plan described in schedule 2.1 (Service Requirements) that is produced to ensure that the AMS Supplier ICT Environment and the AMS Services delivered by the AMS Supplier will have sufficient capacity to cope with all known contingencies and with planned expansion or contraction of the AMS Services;
“Capital Costs”	those costs which would be treated as capital costs according to generally accepted accounting principles within the UK which shall include the cost to be charged in respect of Assets by the AMS Supplier to the Authority or (to the extent that risk and title in any Asset is not held by the AMS Supplier) any cost actually incurred by the AMS Supplier in respect of those Assets;
“Card Holder Data Environment”	Devices and Software which the appointed Payment Card Industry (PCI) Qualified Security Assessor (QSA) has specified are within the scope of the Card Holder Data Environment;
“Case Summary”	a concise summary of a party's case in a Dispute subjected to mediation;
“Catalogue Change Request”	a written or electronic request for a pre-defined item or matter from the Service Catalogue;
“CEDR”	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
“Central Government Body”	a body listed in one of the following sub-categories of the Central Government Classification of the Public Sector Classification Guide, as published and amended from time to time by the Office of National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored c. Public Body (advisory, executive or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
“Certificate of Costs” or “Certification of Costs”	a certificate of costs provided by the AMS Supplier in accordance with paragraph 11 of schedule 7.1 (Charging & Invoicing);

Term	Definition
“Change”	any Contract Change or Operational Change;
“Change Communication”	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to schedule 8.2 (Change Control Procedure);
“Change Control Procedure”	the procedure for changing this Agreement, as set out in schedule 8.2 (Change Control Procedure);
“Change in Law”	any change in Law, which impacts on the performance of the AMS Services which comes into force after the Effective Date;
“Change Management”	the change management procedure defined by the SIAM Supplier pursuant to the Change and Evaluation Management requirements set out in schedule 2.1 (Service Requirements);
“Change of Control”	a change in Control of the AMS Supplier or a Key Sub-contractor;
“Change Request Part A: Initial Request”	a written or electronic request for a Contract Change which shall be substantially in the form of Appendix 1 to schedule 8.2 (Change Control Procedure);
“Change Request Part B1: Technical and Business Impact Assessment”	a written or electronic technical assessment of the impact that a Change Request would make on the Agreement, which shall substantially contain the information shown in Part B1 of Appendix 1 of schedule 8.2 (Change Control Procedure);
“Change Request Part B2: Financial Impact Assessment”	a written or electronic assessment of the resources and costs required to complete a Change Request, which shall substantially contain the information shown in Part B2 Appendix 1 of schedule 8.2 (Change Control Procedure);
“Change Request Part C: Change Authorisation”	the form used by the parties to set out the agreed Contract Change and which shall be substantially in the form of Appendix 1 to schedule 8.2 (Change Control Procedure);
“Charges”	the charges for the provision of the services set out in and derived in accordance with schedule 7.1 (Charging and Invoicing), including any Milestone Payment, Stage Payment or Service Charge;
“CHECK”	a CESG operated scheme that provides CESG accredited companies that employ CHECK accredited penetration testers qualified to assess HMG systems up to CONFIDENTIAL, and including SECRET with CESG approval;
“CHECK Report”	a report detailing the findings of a CHECK Test;
“CHECK Resolution Plan”	a detailed proposal which describes the activities and resources needed and timescales to mitigate the findings listed in the CHECK Report;
“CHECK Scope”	a document developed by the IT Health Check Supplier based on the Approved CHECK Test Statement of Requirements produced collaboratively by the Other FITS Suppliers;
“CHECK Team Leader”	an individual employed by a CHECK approved company who has passed the requisite CHECK Team Leader exam and has

Term	Definition
	been designated by CESG as a CHECK Team Leader;
“CHECK Team Member”	an individual employed by a CHECK approved company who has achieved the requisite CHECK Member entrance requirements and has been designated by CESG as a CHECK Team Member;
“CHECK Test” or “CHECK Testing”	the Test or Testing carried out by the IT Health Check Supplier;
“CHECK Test Statement of Requirements”	a document produced collaboratively by the Suppliers to define the CHECK Test requirements. It is used as the benchmark for producing the CHECK Scope document;
“CHECK Testing Roadmap”	a document produced by the Authority to provide detail of when CHECK Testing will take place across the Authority ICT Environments;
“CHECK Testing Strategy”	a document produced by the Authority to provide guidance and the approach to CHECK Testing within the Authority;
“Client Builds”	an approved, and tested package of Client Software which allows the Client Device to function in a standard manner;
“Client Device”	the hardware utilised by an End User to receive End to End Services, including, but not limited to desktops, Mobile Client Devices, thin client devices and kiosks;
“Client Device Video Services”	a peer-to-peer video and image sharing service that enables End Users to exchange multimedia content with one or multiple contacts simultaneously in a multiplex and real-time manner via Client Devices;
“Client Software”	the Software executed or presented on a Client Device and used to access End to End Services;
“CMO Services”	services provided by Exiting Suppliers or Other Authority Providers;
“Collaborating Supplier”	has the meaning given to it in schedule 8 (Definitions & Interpretation) of the Master Services Agreement;
“Collaborating Supplier ICT Environment”	an ICT Environment used by a Collaborating Supplier to provide a service under a Supply Agreement;
“Commercial Off the Shelf Software”	mass produced commercially available Software used in the provision of the FITS Services;
“Commercially Sensitive Information”	the information listed in schedule 4.2 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to the AMS Supplier, its IPR or its business or which the AMS Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the AMS Supplier significant commercial disadvantage or material financial loss;
“Communications-Electronics Security Group”	UK Government's National Technical Authority for Information Assurance;

Term	Definition
“Comparable Services”	services that are identical or materially similar to the Benchmarked Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar services exist in the market, the Benchmarker shall propose an approach for developing a comparable service benchmark;
“Comparable Supply”	the supply of services to another customer of the AMS Supplier that are the same or similar to the AMS Services and/or FITS Services;
“Comparison Group”	a sample group of organisations providing Comparable Services identified by the Benchmarker under paragraph 4.8 of schedule 7.3 (Benchmarking) which consists of organisations which are either of similar size to the AMS Supplier or which are similarly structured in terms of their business and their service offering so as to be (in the Benchmarker's professional opinion) fair comparators with the AMS Supplier or which, in the professional opinion of the Benchmarker, are best practice organisations and that are carrying on at least a significant part of their business within the United Kingdom;
“Compensation Payment”	a payment to compensate the AMS Supplier for loss of its Forecast Profit due to the early termination of this Agreement;
“Confidential Information”	the Authority Confidential Information and/or the AMS Supplier's Confidential Information;
“Configuration Item”	any component that needs to be managed in order to deliver a FITS Service and which may include IT services, hardware, software, buildings, people and formal documentation such as process documentation and agreed levels of service;
“Configuration Management System”	a Configuration Management System is a set of tools, data and information that is used to support Service Asset and Configuration Management. The CMS includes tools for collecting, storing, managing, updating, analysing and presenting data about all configuration items and their relationships. The CMS may also include information about incidents, problems, known errors, changes and releases;
“Connection”	a logical or physical connection between the FITS ICT Environments and an external network (see also “Connection Criteria”);
“Connection Criteria”	a mandatory set of requirements the Achievement of which must be demonstrated before connecting to a given network, as set out in schedule 2.1 (Service Requirements);
“Consolidated Asset Register”	the consolidation of the various Asset Registers to be maintained by the SIAM Supplier;
“Consolidated Test Schedule”	the consolidated schedule (timings and dependencies) of all Testing activities across all FITS Towers during the End to End Transition Period, produced and managed by FTAF, as set out in schedule 6.1 (Project Management);

Term	Definition
“Content Management Application” (CMA)	the front end component of a content management system; the CMA interface allows users to create and manage corporate or website content;
“Contract Change”	any change to this Agreement other than Operational Change;
“Contract Compliance”	as set out in paragraph 9.3.1 of schedule 6.1 (Project Management);
“Contract Performance Point”	the point in time after a SCD when a FITS Supplier successfully demonstrates to the Authority that a new FITS Service and/or Cross Tower Service is working satisfactorily in the Live Environment which is anticipated to be linked to the Project Milestone which is referred to as the “CPP Milestone” in the Project Plan;
“Contract Year”	<p>(a) a period commencing on the Effective Date and ending on 31 August 2021; and</p> <p>(b) thereafter a period of 12 months commencing on 1 September</p> <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
“Contracts Finder”	the Government’s publishing portal for public sector procurement opportunities;
“Contracting Authority”	any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than the Authority;
“Control”	that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
“Conviction”	other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023), or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 2 of the Safeguarding Vulnerable Groups Act 2006;
“Core Services”	as set out in paragraph 2.1.1.2 of schedule 2.2. (Service Performance Management);
“Correction Plan”	the AMS Supplier's plan for the remediation of any test issues or the resolution of any non-conformities in any Deliverable to be agreed in accordance with clause 6 (Delays - General Provisions);
“Cost Model”	a framework used in budgeting and accounting in which all known costs can be recorded, categorized and allocated to specific Business Units or projects;

Term	Definition
“Costs”	the costs to be incurred by the AMS Supplier in providing the AMS Services and/or FITS Services including the Base Cost and the Overhead;
“CPP Milestone”	any Milestone where CPP is required before a FITS Supplier can recover any Forecast Profit relating to such Milestone, as detailed in schedule 7.1 (Charging and Invoicing);
“CPP Milestone Date”	the due date for Achievement of any CPP Milestone as set out in the Transition Table;
“Credit Rating Thresholds”	the credit rating thresholds as set out in Appendix 2 to schedule 7.4 (Financial Distress);
“Critical”	an Incident meeting the description of “Critical” as set out in Table 5 (Security Incident Severity Definitions) in schedule 2.2 (Service Performance Management);
“Critical Incident”	an unanticipated occurrence that causes destruction, loss, or distress to the AMS Supplier, including natural disasters, technological accidents, or human-caused events, that may result in significant asset loss or damage, multiple injuries or death;
“Critical Service Failure”	a failure identified as a critical service failure at paragraphs 6.2.3, 6.2.4, 6.3.3, 6.4.4, 6.5.2 and 6.5.3 in schedule 2.2 (Service Performance Management);
“Cross Tower Services”	has the meaning given to it in schedule 8 (Definitions) of the Master Services Agreement;
“Crown”	the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments and particular bodies, persons and government agencies;
“Crown Body”	any department, office or agency of the Crown;
“Cutover(s)”	the implementation of the activities performed to affect the transition of responsibilities for the delivery of a service from a party to a FITS Supplier;
“Cutover Plans”	a plan for the activities to be undertaken during the cutover of a FITS Service;
“Data Centre Facility”	Sites owned, controlled or occupied by the Data Centre Supplier which are used for the delivery by the Data Centre Supplier or its Sub-contractors for the provision of Data Centre Services;
“Data Centre Services”	the services provided by the Data Centre Supplier;
“Data Centre Supplier”	a supplier under an agreement between the Authority and a provider of data centre services under the FITS Programme;
“Data Controller”	shall have the same meaning as set out in the Data Protection Legislation;

Term	Definition
“Data Loss Event”	any event which results, or may result, in unauthorised or unlawful Processing of Authority Personal Data held by the AMS Supplier under the Agreement, and/or actual or potential loss and/or destruction of and/or damage to Authority Personal Data in breach of the Agreement, including any Personal Data Breach;
“Data Processor”	shall have the same meaning as set out in the Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment carried out pursuant to Article 35 of the UK GDPR;
“Data Protection Legislation”	the Data Protection Act 2018, for so long as it is applicable under English law, the European Regulation 2016/679 relating to the processing of Personal Data as of its date of application (“ GDPR ”) and any implementing laws of the GDPR to which the Data Controller is subject, the UK GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
“Data Protection Requirements”	the requirements under the Data Protection Legislation;
“Data Subject”	shall have the same meaning as set out in the Data Protection Legislation;
“Database”	the rights in or to the database developed and supplied by the AMS Supplier to the Authority in accordance with the terms of this Agreement;
“Default”	any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant party, its employees, servants, agents or Sub-contractors in connection with or in relation to the subject-matter of this Agreement or the Master Services Agreement and in respect of which such party is liable to the other;
“Deferred Shareholder Fund”	has the meaning given to in schedule 8 (Definitions) of the Master Services Agreement;
“Delay”	the period of time by which the implementation of the AMS Services and/or FITS Services, is delayed arising from a failure to Achieve a Milestone;

Term	Definition
“Delay Payments”	the amounts payable by the AMS Supplier to the Authority in respect of a Delay and specified in schedule 7.1 (Charging and Invoicing);
“Deliverable”	an item, feature, document or service associated with the provision of the FITS Services or a change in the provision of the FITS Services which is required to be delivered by the AMS Supplier at any stage during the performance of this Agreement, including at any Milestone;
“Delivery Dependencies”	the Dependencies identified by the AMS Supplier in the AMS Supplier Solution relevant to Transition and as set out in the Delivery Dependencies Log;
“Delivery Dependencies Log”	the document setting out all the Dependencies during Transition. As at the Effective Date the Delivery Dependencies Log is included at schedule 4 to the MSA which is populated with the Delivery Dependencies from the AMS Supplier’s Solution, the Transition Table, the equivalents from Other FITS Suppliers as well as Delivery Dependencies Approved in Projects that are live as at the Effective Date. Thereafter the Delivery Dependencies Log will be deemed to be amended and updated each time a Project Authority to Proceed is issued or a Dependency has been met;
“Dependencies Register”	has the meaning given to it in the Master Services Agreement;
“Dependency”	has the meaning given to it in the Master Services Agreement;
“Deployed Architecture”	data, documents and models pertaining to and describing the operation of all real world components that provide the Authority with End to End Services;
“Deposited Software”	the Software the Source Code of which is to be placed in escrow as listed in paragraph 5 of schedule 5.1 (Software);
“Designated Space”	the space and premises made available from time to time by the Data Centre Supplier and in respect of which a licence to occupy is granted pursuant to clause A69 (Licence to use Designated Space);
“Destruction Certificate”	certifies that protectively marked or classified information or physical assets have been disposed of in line with Information Assurance Standard No.5;
“Detailed Transition Deliverables”	an item, document, feature or service associated with the provision of the FITS Services or a change in the provision of the FITS Services which is required to be delivered by a FITS Supplier at a Milestone Date or at any other stage during in the performance of this Agreement and which is described in the Final Transition Portfolio Plans as a “Deliverable”;
“Device”	any physical hardware used in the delivery of FITS Services;
“Dial Plan”	the numbering schema used in telecommunications to allocate telephone ranges to regions, areas and sites. The Dial Plan defines the rules for assigning numbers to Devices to ensure

Term	Definition
	there is a consistent and logical relationship across the End to End ICT Environment and external networks such as the PSTN. The Dial Plan shall comply with PSN standards and formats to enable cross-PSN dialling and any number translation required when connecting private voice networks to the PSTN;
“Digital Forensic Investigation”	any test or live investigation involving Digital Evidence and exercise of Forensic Readiness Plans;
“Digital Forensic Investigators”	professionals who conduct Digital Forensic Investigations;
“Digital Forensics Readiness Policy”	the Forensic Readiness Policy within the SKL;
“Digital Forensic Report”	a report detailing the findings of a Digital Forensic Investigation;
“Digital Forensic Resolution Plan”	a detailed proposal which describes the activities and resources needed and timescales to mitigate the findings listed in the Digital Forensic Report;
“Digital Forensics Services”	the services provided by the Digital Forensics Supplier(s);
“Digital Forensics Supplier”	a supplier under an agreement with the Authority for the provision of computer forensic or Digital Forensic Services;
“Directory Services”	has the meaning given to it in the Service Register;
“Disaster”	the occurrence of one or more events which, either separately or cumulatively, mean that the AMS Services and/or the Cross Tower Services, or a material part of them will be unavailable for a period or which is reasonably anticipated will mean that the AMS Services and/or the Cross Tower Services, or a material part of them will be unavailable for that period;
“Disaster Recovery”	the process of restoration of the AMS Services by the provision of the Disaster Recovery Plan;
“Disaster Recovery Plan” or “DR Plan”	the plan described in paragraph 5 of Part C of schedule 8.6 (IT Service Continuity);
“Disaster Recovery Services”	the disaster recovery and/or business/service continuity services (as the context may require) to be provided by the Network Supplier pursuant to schedule 6.5 (BCDR Provisions) of the Networks Supplier TSA;
“Disaster Recovery System”	the system identified by the Network Supplier in the Network Supplier's Solution which shall be used for the purpose of delivering the Disaster Recovery Service;
“Dispute”	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the AMS Services and/or FITS Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the parties to resolve an issue by reference to the Dispute Resolution Procedure;

Term	Definition
“Dispute Resolution Procedure”	the dispute resolution procedure set out in schedule 8.3 (Dispute Resolution Procedure);
“Document Approval Procedure”	the procedures for review and Approval of Documentary Deliverables as set out in schedule 8.7 (Document Approval Procedure);
“Document Review Plan”	a plan for undertaking the review and Approval of a Documentary Deliverable, as described in paragraph 4.2 of schedule 8.7 (Document Approval Procedure);
“Documentary Deliverables”	deliverables that take the form of Documentation;
“Documentation”	<p>the descriptions of the AMS Services and/or FITS Services and Service Levels, technical specifications, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:</p> <ul style="list-style-type: none"> (a) is required to be supplied by the AMS Supplier to the Authority under this Agreement; (b) is required by the AMS Supplier in order to provide the AMS Services and/or FITS Services; or (c) has been or shall be generated for the purpose of providing the AMS Services and/or FITS Services;
“DOTAS”	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
“DP Process” and “DP Processing”	has the meaning given to "process" under the Data Protection Legislation but, for the purposes of this Agreement, it shall include both manual and automatic processing;
“Earned Expenses”	all amounts recognised as costs in accordance with generally accepted accounting principles within the United Kingdom but excluding taxation, funding and similar costs, amounts payable under paragraph 13 of schedule 7.1 (Charging & Invoicing), capital expenditures and non-cash items (including but not limited to depreciation, amortisation, impairments and movements in provisions) incurred by the AMS Supplier in each Contract Year;
“Earned Gain”	Earned Revenue less Earned Expenses, divided by Earned Revenue and expressed as a percentage;
“Earned Revenue”	all Charges paid or payable to the AMS Supplier by the Authority under this Agreement in each Contract Year;

Term	Definition
“Effective Date”	the date on which this Agreement is signed by both parties;
“Embedded Third Party IPR”	any Third Party Software which is embedded in or which is an integral part of the Specially Written Software or Database (as applicable) together with any Third Party Materials related to that Third Party Software;
“Emergency Exit”	any termination of this Agreement which is a (i) termination of the whole or part of this Agreement in accordance with clause 57 (Termination Rights), except where the period of notice given under that clause is greater than or equal to six months; (ii) termination of the provision of the AMS Services for any reason prior to the expiry of any period of notice of termination served pursuant to clause 57; or (iii) wrongful termination or repudiation of this Agreement by either party;
“Employee Liabilities”	all claims, including claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race or disability discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission, or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation), and any legal costs and expenses;
“Employment Regulations”	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Council Directive 77/187/EEC on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses;
“Enabling Authority Business Transformation”	where used, has the meaning given to it in paragraph 4.1.1 of schedule 2.4 (Transformation);
“End to End ICT Environment”	the Authority's ICT Environment, the FITS Supplier ICT Environments, the Collaborating Supplier ICT Environments, the Exiting Supplier ICT Environments and the Other Authority Provider ICT Environments providing End to End Services or components thereof;
“End to End Services”	all FITS Services and all other ICT services supplied to the Authority;
“End to End Transition”	the period from the effective date of the SIAM Supplier's Tower Service Agreement (i.e. 3 rd September 2013) to Grand FMO;
“End User”	any user authorised to use and/or access End to End Services or data including but not limited to: Authority Personnel; the

Term	Definition
	Judiciary; Crown Bodies personnel; Arms-length Bodies' personnel, Suppliers' personnel; Other Authority Providers' personnel and the Authority's customers;
“Enhanced Application”	a Business Application denoted as such within the Master Application List, but typically with the following characteristics: a Business Application for which a degradation or loss of the service would have a significant impact on the Authority's productivity and / or reputation;
“Enhanced Licence Terms”	the licence terms set out in Part B (Enhanced Licence Terms) of schedule 5.2 (Licence Terms);
“Enterprise Architecture”	a process for supporting the translation of business vision and strategy into effective enterprise change - by defining, describing, modelling, mapping and communicating the as-is and to-be business requirements, business functions, IS/IT systems and services; and developing and describing the roadmaps and strategies for moving from the as-is to the to-be state, at the generalised, enterprise level;
“Environmental Information Regulations”	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government department in relation to such regulations;
“Equivalent Services Data”	data derived from an analysis of the Comparable Services provided by the Comparison Group as adjusted in accordance with paragraph 4.8.2 of schedule 7.3 (Benchmarking);
“Escalation Process”	the initial stages of the process for dealing with Disputes without the intervention of third parties as set out in paragraph 2 of schedule 8.3 (Dispute Resolution Procedure);
“Escrow Agent”	the agent appointed by the Authority to hold the Deposited Software, pursuant to schedule 5.3 (Escrow Terms);
“Escrow Agreement”	the agreement entered into between the Authority, the AMS Supplier and the Escrow Agent, pursuant to schedule 5.3 (Escrow Terms);
“Estates Management Matrix”	as set out in paragraph 5.11.2 of schedule 6.1 (Project Management);
“Estimated Year 1 Charges”	<p>(a) the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model; and</p> <p>(b) £10,000,000 (ten million pounds) being the estimated annual value of project work;</p>
“EU Status Change”	<p>means a Change of Law (effected by any of the means referred to within the definition of Change in Law) which has no material effect in practice upon the application or effect of a piece of Law beyond that which is strictly necessary to give effect to, implement or is a consequence of, any one or more of the following:</p> <p>(i) the European Union (Withdrawal Agreement) Act</p>

Term	Definition
	<p>2018;</p> <p>(ii) the European Union (Withdrawal Agreement) Act 2020;</p> <p>(iii) the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community of 31 January 2020 (the “Withdrawal Agreement”);</p> <p>(iv) the automatic application and supremacy of European Union rights and obligations in the United Kingdom under the terms of the Withdrawal Agreement;</p> <p>(v) the creation of a new body of ‘retained European Union law’ in the United Kingdom including the saving and conversion into Law of European Union laws and rights enacted by sections 2 to 4 of the European Union (Withdrawal Agreement) Act 2018;</p> <p>(vi) the passing of regulations to prevent, remedy or mitigate any failure of retained EU law to operate effectively, or any other deficiency in retained EU law, arising from the withdrawal of the United Kingdom from the European Union;</p> <p>For the avoidance of doubt, an EU Status Change may subsequently constitute a Specific Change in Law if a subsequent Change in Law (including (inter alia) case law which gives a different interpretation to any Law than that previously given by the Court of Justice of the European Union) materially effects in practice the application or effect of that piece of Law such that it is no longer an EU Status Change;</p>
“EUCS Services”	the services provided by the EUCS Supplier;
“EUCS Supplier”	a supplier under an agreement between the Authority and a provider of end user computing services under the FITS Programme;
“Event Management System”	an automated system used to track and manage the status of Event Records throughout the Event lifecycle;
“Exception”	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of the Agreement or in the supply of the AMS Services and/or the FITS Services;
“Exceptional Bonuses”	the exceptional bonuses Bounded Mechanism as further described in paragraph 7.9 of schedule 7.1 (Charging and Invoicing);
“Exclusive Assets”	those Assets which are used exclusively in the provision of the AMS Services and identified as such in the Register(s) and/or the Asset Register;

Term	Definition
“Exit Management”	the obligations and rights of the respective parties pertaining to managing a smooth transition from the provision of the AMS Services and/or FITS Services by the AMS Supplier to the provision of Replacement Services by the Authority or any Replacement AMS Supplier, all as set out in schedule 8.5 (Exit Management);
“Exit Management Plan”	the Exiting Suppliers’ documentation that sets out the timetable, approach, tasks and responsibilities for achieving an orderly exit and overall management of the service transfer arrangements from an Exiting Supplier to a FITS Supplier;
“Exit Management Services”	any and all of the services to be provided by the AMS Supplier under schedule 8.5 (Exit Management);
“Exit Manager”	the person appointed by each party pursuant to paragraph 2.5 of schedule 8.5 (Exit Management) for managing the parties’ respective obligations under schedule 8.5 (Exit Management);
“Exit Obligations”	the terms and conditions of exit applicable to the Exiting Suppliers’ or FITS Suppliers’ agreements;
“Exit Plan”	the plan produced and updated by the AMS Supplier during the Term in accordance with paragraph 4 of schedule 8.5 (Exit Management);
“Exiting Contracts”	the Authority’s agreements, including the FITS AMS Lot 1 Agreement between (1) the Secretary of State for Justice; and (2) CGI IT UK Limited dated 19 th December 2014;
“Exiting Supplier”	a Supplier with whom the Authority has an Exiting Contract;
“Exiting Supplier ICT Environment”	the ICT Environment used by an Exiting Supplier to provide a service under an Exiting Contract;
“Expert”	the person appointed by the parties in accordance with paragraph 18.2 Part B of schedule 3 of the Master Services Agreement;
“Expert Witness”	a member of a UK Expert Witness register;
“Extended Location”	a location where an End User consumes or accesses the End to End Services and/or FITS Services which is not an Authority Site and shall include but not be limited to End Users’ homes and judges’ lodgings;
“Extension Period”	the Authority’s option to extend the Term in accordance with the meanings given for the First Extension Period, Second Extension Period and Third Extension Period;
“Fast-track Change”	any Contract Change which the parties agree to expedite in accordance with paragraph 7 of schedule 8.2 (Change Control Procedure);
“Final Transition Milestone”	the last Milestone relating to Transition to be delivered by a FITS Supplier;
“Financial Distress Escrow Account”	an escrow account established in accordance with schedule 7.4 (Financial Distress) in the joint names of the AMS Supplier and

Term	Definition
	the Authority with a bank approved by the Authority;
“Financial Distress Event”	the occurrence of one or more of the events listed in paragraphs 3.1, 4.1 and/or 5.1 of schedule 7.4 (Financial Distress);
“Financial Distress Service Continuity Plan”	the plan to be provided by the AMS Supplier in accordance with schedule 7.4 (Financial Distress), setting out how the AMS Supplier (together with the Guarantor and/or Key Sub-contractors, where appropriate) will ensure the continued performance and delivery of the FITS Services / AMS Services in accordance with this Agreement in the event that the AMS Supplier, the Guarantor and/or a Key Sub-contractor suffers a Financial Distress Event or a Sub-contractor Financial Distress Event (as applicable);
“Financial Model”	the Base Case Financial Model or where an Updated Financial Model exists, the most recent Updated Financial Model;
“Financial Transparency”	has the meaning given to it in paragraph 2.4 of schedule 7.1 (Charging and Invoicing);
“First Draft Delivery Date”	the planned date by which the AMS Supplier shall submit a draft Documentary Deliverable to the Authority;
“First Extension Period”	has the meaning given to it in clause 56.2;
“FITS Programme”	the Authority's Future IT Sourcing Programme;
“FITS Programme Board”	the board responsible for overseeing the FITS Programme and comprised of key stakeholders from across the Authority, as described in paragraph 10.3.2;
“FITS Programme Plan”	the plan that sets out the dates, sequences and dependencies for the Transition Period as further described in schedule 6.1 (Project Management);
“FITS Project Manager”	the officer of the Authority nominated by the Authority to be the project manager of a Project;
“FITS Services”	all the services to be provided by the FITS Suppliers under the Tower Service Agreements, including the Cross Tower Services as set out and defined in the Master Services Agreement;
“FITS Supplier” or “Supplier”	a supplier (including, except where expressly excluded, a Collaborating Supplier) that has entered into a Tower Service Agreement with the Authority and has entered into an Accession Agreement in the form set out in Schedule 1 (Pro-Forma Accession Agreement) of the Master Services Agreement;
“FITS Supplier ICT Environment”	an ICT Environment used by a FITS Supplier to provide the FITS Services;
“FITS Transition Assurance Function”	the temporary organisation provided by the SIAM Supplier to work on behalf of the Authority throughout the End to End Transition to assure the delivery of all Suppliers' Transition obligations;
“FITS Transition Board”	the board described in Appendix C of schedule 6.1 (Project

Term	Definition
	Management);
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
“Force Majeure Event”	any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the AMS Supplier, the AMS Supplier Personnel or any other failure in the AMS Supplier or the Sub-contractor's supply chain;
“Forecast Expenses”	all amounts recognised as costs in accordance with generally accepted accounting principles within the United Kingdom but excluding taxation, funding and similar costs, amounts payable under clause 13 of schedule 7.1 (Charging & Invoicing), capital expenditures and non-cash items (including but not limited to depreciation, amortisation, impairments and movements in provisions) as forecast by the AMS Supplier in the Financial Model to be incurred over the Term and in respect of the Agreement;
“Forecast Gain”	Forecast Revenue less Forecast Expenses;
“Forecast Gain Margin”	Forecast Gain divided by Forecast Revenue and expressed as a percentage;
“Forecast Profit”	the profit earned or forecast to be earned by the AMS Supplier calculated in the Financial Model;
“Forecast Revenue”	all Charges forecast to be paid or payable to the AMS Supplier by the Authority in the Financial Model over the Term and in respect of the Agreement;
“Forensic Readiness Planning Scenarios”	a scenario detailing potential security incidents along with typical diagnostic indicators, typical sources of digital evidence, a typical investigation workflow and desired outcomes;
“Forensic Readiness Plans”	the contingency planning and capability building activities associated with implementation of Forensic Readiness Policy. A Forensic Readiness Plan is a document detailing the outcome of the Forensic Readiness Planning process;
“FTAF”	the SIAM Supplier when supplying FTAF Services;
“Fully Functional”	works or operates in accordance with the manufacturer's specifications and tolerances and/or meets all other agreed Authority specifications and quality criteria;
“Future Mode of Operation” or “FMO”	the mode of operation in respect of the FITS Services, or any component thereof, when the relevant services are being delivered and charged in accordance with the relevant TSA(s),

Term	Definition
	<p>in particular:</p> <p>(a) the relevant services are being delivered in accordance with schedule 2.1 (Service Requirements) and schedule 2.2 (Service Performance Management) of the relevant TSA(s);</p> <p>(b) no Exiting Suppliers are employed in the delivery of such relevant services (except where there are legacy activities or licensing agreed with the Authority); and</p> <p>(c) the FITS ICT Environments and the relevant FITS Supplier(s)'s ICT Environment(s) are implemented in accordance with the solution set out in schedule 4.1 (AMS Supplier Solution) of the relevant TSA(s); and</p> <p>(d) the Service Commencement Date has occurred;</p>
“FMO Processes and Procedures”	the processes and procedures carried out by the FITS Suppliers during FMO;
“FMO Services”	any services provided by Collaborating Suppliers, Other Authority Providers or FITS Suppliers after the CPP has been achieved for that Service;
“FPMF”	means the FITS Programme Management Framework and is the governance applicable to the Transition Period and to the delivery of Future Services;
“Future Services”	the services which are to be provided by the Suppliers as requested by the Authority in accordance with the Change Control Procedure and/or clause 11.8 – 11.11 (inclusive) (Future Services);
“Gain Share Amount”	the amount by which the Earned Gain in each Contract Year exceeds the Threshold Gain Margin;
“Gain Share Calculation”	the calculation of the Gain Share Amount as prepared from time to time in accordance with paragraph 13 of schedule 7.1 (Charging and Invoicing);
“Gate 3 Review”	means Gate 3 Review as described in the FPMF;
“GDPR Claim”	a third party claim or investigation or other enforcement action by any regulator for breach of the Data Protection Legislation;
“General Anti-Abuse Rule”	<p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</p>
“General Change in Law”	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the AMS Supplier) or which affects or relates to a Comparable Supply;
“Gold Command”	a facility activated to support the management of critical operational incidents which is usually remote from the site in which the incident is taking place;

Term	Definition
“Good Industry Practice”	the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
“Good Value”	that: (a) the Charges attributable to a Benchmarked Service are, having taken into account the Service Levels, within the Upper Quartile; and (b) any Service Levels attributable to Benchmarked Services are, having taken into account the Charges, equal to or greater than the mean average service levels for Comparable Services as adjusted using Equivalent Services Data;
“Grand Future Mode of Operations” or “Grand FMO”	the date when the final CPP Milestone has been Achieved by all FITS Suppliers, all FITS Services and FITS Suppliers’ solutions are in their Future Mode of Operations, and no Exiting Suppliers are employed or engaged (except where there are legacy activities or licensing agreed with the Authority);
“Group”	one or more End Users grouped in accordance with a set of rules including but not limited to rules relating to their functional role and Business Unit;
“Guarantee”	the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Agreement (which is in the form set out in schedule 10 (Guarantee)), or any guarantee acceptable to the Authority that replaces it from time to time;
“Guarantor”	CGI Group Inc., a company registered in Canada and whose registered office is at 1350 René-Lévesque Blvd. West, 15th Floor, Montreal, Quebec, H3G 1T4;
“Halifax Abuse Principle”	the principle explained in the CJEU Case C-255/02 Halifax and others;
“Hardware Assets”	those assets which are owned by the Authority which the Authority has allowed the AMS Supplier to use in connection with the provision or receipt of the AMS and/or FITS Services in accordance with the provisions of clause 10 (Transfer of Assets and Third Party Agreements) and schedule 6.3 (Asset Transfers);
“Health and Safety Regime”	the Food Safety Act 1990 (and associated regulations), the Health & Safety at Work etc. Act 1974 (and associated regulations), the Fire Precautions Act 1971, the Environmental Protection Act 1998, the Water Industry Act 1991, the Water Resources Act 1991 and any similar or analogous health, safety or environmental legislation in force from time to time;
“His Majesty’s Prison and Probation Service” or “HMPPS”	the executive agency of the Authority whose role is to commission and provide offender services in the community and in custody in England and Wales;
“Hosted Applications”	those Applications that are identified as Applications for which

Term	Definition
	the Authority has designated requiring support;
“Hosting Services”	the services provided by the Hosting Supplier;
“Hosting Supplier”	a supplier under an agreement with the Authority for hosting services under the FITS Programme as at the Effective Date of this Agreement;
“HR Policies”	the Authority's human resources policies as identified in schedule 11 (Referenced Documents);
“ICT Data Model”	the collection of logical “concepts” (things, terms, etc.) and “relationships” between them that describes an ICT domain. The FITS ICT Data Model is a conformed sub-set of a broader Enterprise Architecture meta-model. Generically, it provides a common language for describing the FITS ICT domain and business functions. Specifically, it informs the data standards and data schemas that enable information integration across system boundaries;
“ICT Environment”	an information and communications technology systems environment (consisting of hardware, software and/or telecommunications networks or equipment) which is used by the Authority to receive End to End Services, including Live Environments and Non-Live Environments;
“IDAM Connector”	a component of the IDAM Service that enables the synchronisation of identity attributes between the IDAM Service and other systems;
“IMACD”	shall mean all installations, moves, additions, changes and disposals to the infrastructure and Software under the control of Change Management;
“Impact Level”	has the same meaning as Business Impact Level;
“Incentive Schemes”	the incentive schemes Bounded Mechanism as further described in paragraph 7.8 of schedule 7.1 (Charging and Invoicing);
“Incident Resolution”	the action taken to repair the cause(s) of an Incident or to implement a workaround to the satisfaction of the Authority;
“Incident Resolution Priority”	the incident resolution priority categories set out in the SIAM Supplier's Incident Management Policies, Processes and Procedures;
“Incident Resolution Time”	the time taken to achieve Incident Resolution following the occurrence of an Incident;
“Index” or “Indexation”	the adjustment of an amount or sum in accordance with paragraph 2A of schedule 7.1 (Charging and Invoicing);
“Information”	for the purpose of clause 44, has the meaning given under section 84 of the Freedom of Information Act 2000;
“Information Asset”	any item of information, whether written, printed, spoken, recorded or processed electronically, that has value to the Authority;

Term	Definition
“Information Assets Register”	the Authority's register detailing the Authority's information Assets;
“Information Assurance Maturity Model”	the tool used by the Government to assess the effectiveness of the implementation of the Security Policy Framework Mandatory Requirements. Generally, the IAMM process is used to assess the maturity of Information Risk Management across an organisation;
“Information Commissioner Office”	the UK's Information Commissioner's Office;
“Information Management Strategy”	the approach chosen to capture, manage, store, access, use, circulate and delete information;
“Information Security Management”	the process that ensures the confidentiality, integrity, and availability of the Authority's Assets, Information, data and FITS Services. Information Security Management forms part of the Authority's approach to Security Management, which has a wider scope than the FITS Supplier, and includes handling of paper, building access, phone calls, and so forth, for the entire organization;
“Information Security Management System”	has the meaning given to it in schedule 2.5 (Security Requirements);
“Information System”	an Information System (IS) is a coherent set of processing and Information Assets. Typically including the automation of business processes and the creation, reading, updating and deleting of information associated with the processes. An Information System will process inputs (information and business events) produce outputs (information and business events) to and from a variety of agents including users and other systems. It requires Information Technology;
“Information Technology”	a platform for Information Systems of co-ordinated resources to enable and manage inputs, outputs, execution of automated processes and storage and retrieval of information. IT typically includes common capabilities shared between Information Systems including central processing units, memory, devices, operating system and application platform software;
“Infrastructure Directory”	the technical directory used by the ICT Environment for authentication and authorisation;
“Initial Term”	the period commencing on the Effective Date and ending on 31 August 2022;
“Insolvency Event”	the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant entity: (a) the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the

Term	Definition
	<p>entity being otherwise dissolved;</p> <p>(b) the appointment of an administrator of or, the making of an administration order in relation to the entity or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue;</p> <p>(c) the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or makes an application to a court of competent jurisdiction for protection from its creditors;</p> <p>(d) the entity being unable to pay its debts or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>(e) the entity entering into any arrangement, compromise or compromise or composition in satisfaction of its debts with its creditors.</p> <p>However, a resolution by the relevant entity or a court order that such entity be wound up for the purpose of a bona fide reconstruction or amalgamation shall not amount to an Insolvency Event;</p>
“Insurances”	all or any of the insurances required to be maintained by the AMS Supplier pursuant to this Agreement as set out in schedule 2.6 (Insurance Requirements);
“Intellectual Property Rights” or “IPRs”	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
“Inter-Domain Gateway”	an Inter-Domain Gateway is used to demarcate the boundary of two or more ICT Environments that have different risk profiles or Accreditation scopes, and manage Information Assets at different Impact Levels or Protective Marking. An Inter-Domain Gateway is used to implement security controls to protect Information Assets held within and transferred between

Term	Definition
	such ICT Environments. Typically these may include controls such as an accredited protocol break to restrict communications to specific authorised protocol flows and content across the boundary. An Inter-Domain Gateway may be used to connect the AMS Supplier's ICT Environment to public networks and to those provided by Other FITS Suppliers, Other Authority Providers, Collaborating Suppliers and Exiting Suppliers who may or may not be connected to the PSN;
“Interface”	a boundary across which two independent systems can communicate with each other and share data;
“Interoperability Gateway”	an Interoperability Gateway is used to demarcate the boundary of two or more ICT Environments that have different risk profiles or Accreditation scopes, yet manage Information Assets at the same Impact Level or Protective Marking. An Interoperability Gateway is used to implement security controls to protect Information Assets held within and transferred between such ICT Environments. An Interoperability Gateway may be used to connect the AMS Supplier's ICT Environment to those provided by Other FITS Suppliers, Other Authority Providers, Collaborating Suppliers and Exiting Suppliers who may or may not be connected to the PSN;
“Involved FITS Suppliers”	has the meaning given to it in paragraph 19.8.1 of schedule 2.2 (Service Performance Management);
“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 AMS Services and/or FITS Services or as otherwise provided by the AMS Supplier (or to which the AMS Supplier has provided access) to the Authority in the fulfilment of its obligations;
“IS1&2”	the HMG standard for information risk management;
“IT Health Check”	one or more test sets conducted under the Terms and Conditions of the CESG CHECK Scheme attached as an appendix to schedule 11 (Referenced Documents) designed to expose vulnerabilities in the security of the component or system that could otherwise lead to a breach of confidentiality, integrity or availability of an Information Asset;
“IT Health Check Services”	the services provided by the IT Health Check Supplier(s);
“IT Health Check Supplier(s)”	a supplier(s) under an agreement with the Authority for the provision of accredited penetration testers qualified to assess HMG systems up to and including SECRET classification;
“IT Infrastructure Library Framework”	version 3 of the Information Technology Infrastructure Library, as updated in July 2011, as amended or replaced by another industry standard or framework for IT Service Management from time to time;

Term	Definition
“IT Service Continuity” or “ITSC”	the process of ensuring that the availability of defined and agreed FITS Services will be maintained during abnormal situations;
“IT Service Continuity Management”	has the meaning given to it in paragraph 7.1.1 of schedule 2.2 (Service Performance Management);
“ITSC Event”	any Event that affects a FITS Service, that triggers the invocation of one of the planned responses defined in the ITSC plan for that service;
“ITSC Event Report”	a written document following an ITSC Event where an Identified FITS Service required the ITSC Plan to be invoked that describes the conditions of invocation, the details of activities undertaken to maintain availability of the FITS Service, explanation for anything deviation from the ITSC Plan and Lessons Learnt for future invocation of the ITSC Plan;
“ITSC Plan” or “AMS ITSC Plan”	a plan defining the steps required to recover one or more FITS Services following an ITSC Event. The plan also identifies the triggers for invocation, people to be involved, communications etc. The IT Service continuity plan should address the requirements set out in the Business Continuity Plan;
“ITSC Planning Process”	the process by which the IT Service Continuity plans are established to best respond to the requirements set out in the Business Continuity Strategy;
“ITSCM Awareness and Training Plan”	a list of activities to raise awareness for Authority and Suppliers personnel on Service Continuity and to identify and provide focused training on Service Continuity;
“ITSCM Plan” or “AMS ITSCM Plan”	the list of activities that will be undertaken following an ITSC Event. The ITSCM Plan defines the personnel and sequenced actions as well as communication mechanisms that would be involved in the management of Service Continuity in case of an ITSC Event;
“ITSCM Strategy”	defines the approach chosen to ensure that the FITS Supplier can always meet the agreed Service Levels by reducing the Risk to FITS Services to an acceptable level and planning for the recovery of FITS Services following an ITSC Event;
“ITSCM Testing Schedule”	a list of activities and their associated timescale for the testing of the ITSC Plans;
“ITSM Operations”	the service categories within the Service Register identified as being Band 7;
“ITSM Toolset”	a set of predefined tools used to support the delivery of the FITS Services as defined by and where appropriate provided by the SIAM Supplier;
“ITSM Toolset Interface Standard”	the description of the mechanisms and rules to interconnect with the central ITSM Toolset;
“Joint Insured”	one of the insured in a type of insurance policy covering more than one insured;

Term	Definition
“Joint Transition Management Group”	the group described in Appendix C of schedule 6.1 (Project Management) with the functions set out in paragraph 10.3.4 of schedule 6.1 (Project Management);
“Key Milestone”	an ATP Milestone, a SCD Milestone or a CPP Milestone;
“Key Performance Indicator”	a Service Level specified as a key performance indicator in accordance with schedule 2.2 (Service Performance Management);
“Key Personnel”	those members of the AMS Supplier Personnel described in schedule 9.2 (Key Personnel) as such may be modified by agreement by the parties from time to time;
“Key Review”	has the meaning given to it in paragraph 8.3.3(b)(ii) of schedule 6.1 (Project Management);
“Key Sub-contract”	each Sub-contract with a Key Sub-contractor;
“Key Sub-contractor”	<p>(a) each of the Key Sub-contractors listed in schedule 4.3 (Notified Sub-contractors);</p> <p>(b) any Sub-contractor that has entered into a Sub-contract to replace any Key Sub-contractor listed in schedule 4.3 (Notified Sub-contractors);</p> <p>(c) any Sub-contractor which in the opinion of the Authority performs a business critical role in the provision of the AMS Services and/or FITS Services; and</p> <p>(d) any Sub-contractor with a Sub-contract with a contract value in excess of 10% of the aggregate Charges payable under this Agreement;</p>
“Key Users”	a list of defined End Users that have extended access to ITSM material and systems to perform their role, as well as End Users who have the authority to grant authorisation on other End Users to access the End to End Services;
“Know-How”	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the AMS Services and/or FITS Services but excluding know how already in the AMS Supplier's or the Authority's possession before the Effective Date;
“Knowledge Base”	an information repository for the use of the Suppliers and the Authority in support and delivery of FITS Services;
“Knowledge Management Strategy”	the approach to the gathering, analysing, storing and sharing of knowledge, information, experiences and ideas within an Organisation in order to reduce the need to rediscover knowledge;
“LAN”	the data network carrying all computer, voice, video and other data between all end points at a Site and the agreed hand off point of the WAN Supplier(s) where end points are all devices connected to the LAN including, but not limited to; Client

Term	Definition
	Devices, System Devices and Peripheral Equipment;
“Large Change”	a Request for Service with the characteristics set out in Annex K of schedule 2.2 (Service Performance Management) denoted as ‘Large’;
“Law”	any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of Court or directives or requirements of any Regulatory Body, delegated or subordinate legislation, and including retained European Union law;
“Law Enforcement Purposes”	has the meaning set out in the DPA 2018;
“Lead Supplier”	the FITS Supplier nominated by the Authority to be the lead supplier in relation to a Project in accordance with the procedure set out in schedule 6.1 (Project Management);
“Level 1 Credit Rating Threshold”	the level 1 Credit Rating Thresholds as set out in Appendix 2 to schedule 7.4 (Financial Distress);
“Level 2 Credit Rating Threshold”	the level 2 Credit Rating Thresholds as set out in Appendix 2 to schedule 7.4 (Financial Distress);
“Level 3 Credit Rating Threshold”	the level 3 Credit Rating Thresholds as set out in Appendix 2 to schedule 7.4 (Financial Distress);
“Licence to Occupy”	the licence to be granted by the Authority to the AMS Supplier pursuant to clause 69 (Authority Accommodation);
“Licensed Materials”	the AMS Supplier Software, AMS Supplier's Background IPR, Third Party Software, Embedded Third Party IPRs;
“Licensee”	the Authority or a Replacement FITS Supplier as applicable;
“Licensor”	the AMS Supplier or the owner of the Third Party Software as applicable;
“Licensor's Software”	the AMS Supplier Software, the Third Party Software and/or the AMS Supplier's Background IPRs (as applicable);
“Liquid Sub-contractor Market”	that there are sufficient willing parties (being at least two parties, each of whom is capable of being a substitute Key Sub-contractor) in the market of similar contracts for the provision of the services (in each case similar to the existing Key Sub-contract) for a price which is fair value;
“Live Data”	all data that is contained within the Live Environment that it is used to support the activity of the Authority; this may include but not be limited to corporate data, financial data, personal data, configuration data;

Term	Definition
“Live Environment”	any ICT Environment used by Suppliers, Exiting Suppliers or Other Authority Providers to provide End To End Services or AMS Services to Users;
“Live Proving Environments”	has the meaning given to it in the Authority Test Strategy;
“Live Proving”	has the meaning given to it in the Authority Test Strategy;
“Local Hosting”	the service categories within the Service Register identified as being Band 2;
“Local Server Room”	a room at an Authority Site that houses System Devices and equipment necessary to deliver End To End Services to End Users at the Authority Sites;
“Lodge Card”	has the meaning given to it in paragraph 8.2 of schedule 7.5 (Financial Model);
“Loss”	losses, claims, fines, damages, liabilities, costs, charges, expenses, demands, legal and other professional costs;
“Maintenance & Support Environments”	has the meaning given to it in the Authority Test Strategy;
“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Man Day”	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
“Man Hours”	the hours spent by the AMS Supplier Personnel properly working on the AMS Services and/or FITS Services including time spent travelling (other than to and from the AMS Supplier's offices, or to and from the premises at which the services are to be principally performed) but excluding lunch breaks;
“Management Information”	the management information specified in schedule 2.2 (Service Performance Management), schedule 7.1 (Charging and Invoicing) and schedule 8.1 (Governance) to be provided by the AMS Supplier to the Authority;
“Manual Accounting Processes”	processes associated with the manual generation of Accounting Items or the manual exporting of Accounting Items or Accounting Logs and the associated analysis;
“Master Application List”	the list of all Business Applications that contains for each one their principal function, business ownership, key stakeholders, and criticality, as included as a Referenced Document;
“Master Directory”	the directory which is the reference database for identities within the Authority providing a common capability for the

Term	Definition
	maintenance and synchronisation of information relating to all identities, roles and access rights. It enables identity data to be sourced from other system directories and databases (including but not limited to human resource and corporate finance); merged into a master set; maintained; and provided to subordinate directory systems including Infrastructure Directories;
“Master Services Agreement”	has the meaning given in paragraph J of the Introduction to this Agreement;
“Master Site List”	the list of Sites and Extended Locations to which FITS Services are delivered including, but not limited to, summary information about Devices, Software, other equipment and services provided to those Sites and Extended Locations;
“Master Time Reference”	a common clock source reference, for example a Stratum 0 device, that allows infrastructure to synchronize its timing such as a Global Positioning System (GPS). The timing is disseminated to the infrastructure using industry standard methods such as Network Time Protocol (NTP);
“Maturity Assessment Approach”	the structured method to measure operational capability in specific disciplines against a defined evaluation criterion. To be used and applied in the delivery of FITS Services and focussed on the optimisation of behaviours, working practices, policies and processes and including a measured maturity continuum to support effective management of improvement across the FITS Services enabling capabilities to be benchmarked and improvement opportunities to be identified;
“Maximum Delay Payment Period”	where used, the maximum period of time for which Delay Payments will be applied for each Milestone as set out in Table 1, paragraph 4.2 of schedule 7.1 (Charging and Invoicing);
“Maximum Service Credit Points to Reach Cap”	the value identified in paragraph 9.2 of Schedule 7.1 (Charging and Invoicing);
“Mediator”	the independent third party appointed in accordance with paragraph 6.3 Part B of schedule 3 of the Master Services Agreement;
“Medium Change”	a Request for Service with the characteristics set out in Annex K of schedule 2.2 (Service Performance Management) denoted as ‘Medium’;
“Metered Service”	a service that is used and subsequently paid for based upon the measured usage; and means the same as the NIST definition of Measured Service (NIST publication SP800-145 published September 2011);
“Middleware”	a set of System Software that facilitates the exchange of data between ICT Environments;
“Milestone”	has the same meaning as “Project Milestone”;

Term	Definition
“Milestone Achievement Certificate”	a certificate granted by the Authority when a FITS Supplier has Achieved a Milestone;
“Milestone Date”	the date set against the relevant Milestone set out in the Transition Table;
“Milestone Payment”	a payment identified in schedule 7.1 (Charging and Invoicing) made following the issue of a Milestone Achievement Certificate;
“Mobile Client Device”	the portable hardware utilised by an End User to receive their IT services, including, but not limited to laptops and tablets;
“Mobile Telephony Device”	any Telephony Device capable of delivery of Telephony Services wirelessly;
“Modern Slavery Assessment Tool”	means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat ;
“MoJ Security Policies”	the Authority’s security policies as provided or otherwise made available to the AMS Supplier from time to time;
“Month” or “month”	a calendar month and “monthly” shall be interpreted accordingly;
“MSA Contract Year”	the period of twelve (12) months (or shorter period in the period immediately prior to the end of the MSA contract term) commencing on the effective date of the MSA or on an anniversary of the effective date of the MSA;
“Multi-Tenant (Multi-Tenanted)”	an ICT resource sub-divided into separate allocated portions each occupied by its "tenant" consumer of the resource;
“National Security Vetting”	a requirement set by the Cabinet Office to protect against threats from hostile intelligence services, terrorist groups, organised criminals, and other pressure groups. NSV is used to decide whether an individual can be trusted with sensitive government information or property;
“NCC Escrow International”	NCC Group Escrow Limited, a company registered in England and Wales whose registered office is at Manchester Technology Centre, Oxford Road, Manchester M1 7EF, England (registered number: 3081952);
“Network Device”	any Device used in the provision of WAN or LAN services
“Network Impact Analysis”	network monitoring, analysis of the impact of possible network threats and vulnerabilities;
“Network Services”	the services provided by the Network Supplier;
“Network Supplier”	a supplier under an agreement between the Authority and a provider of network services under the FITS Programme;
“Non-conformance Report”	a report issued by the Authority pursuant to clause 7.1 (Delays due to AMS Supplier default) which sets out the

Term	Definition
	reasons why any Test has failed or of any non-conformities in respect of any Milestone, Deliverable Documentary Deliverable or other aspect of the FITS Service;
“Non-Documentary Deliverables”	any Deliverables excluding Documentary Deliverables;
“Non-Exclusive Assets”	those Assets which are not used exclusively in the provision of the AMS Services and identified as such in the Register(s) and/or the Asset Register;
“Non-Live Environment”	any ICT Environment used by Suppliers, Exiting Suppliers or Other Authority Providers for the development and testing of the End to End Services or AMS Services, Configuration Items, Releases and Processes, including any testing carried out in accordance with the Supplier Test Policy and Authority Test Strategy as well as training in the use of the End to End Services or AMS Services;
“Notice of Dispute”	a written notice served by one party on the other stating that the party serving the notice believes that there is a Dispute;
“Occasion of Tax Non-Compliance”	<p>a. any tax return of the AMS Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:</p> <ul style="list-style-type: none"> i. a Relevant Tax Authority successfully challenging the AMS Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; or ii. the failure of an avoidance scheme which the AMS Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or <p>b. the AMS Supplier’s tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion;</p>
“Offender”	a person convicted of a criminal offence and being managed within the Criminal Justice System;
“Offshore Proposal”	the detailed proposal of the provision of FITS Services from a location outside the United Kingdom;
“Open Source Software”	software provided under an open-source licence and used in the provision of the FITS Services;
“Operating Environment”	the Authority System and the Sites;

Term	Definition
“Operating Standards”	has the meaning given to it in paragraph 3.2.1 of schedule 2.3 (Standards);
“Operating Systems”	Software that communicates with the Device, directing, controlling and scheduling the use of Device resources by other Software and Users;
“Operational Acceptance Test /Testing”	has the meaning given to it in the Authority Test Strategy;
“Operational Change”	a Change to any FITS Service into the Authority’s ICT Environment that follows the Request for Change process as set out in paragraph 13.3 of schedule 2.1 (Service Requirements) including but not limited to Requests for Change (RFC) including standard, normal and emergency;
“Operational Phase”	the phase in which the AMS Supplier will deliver FMO Services, identified as such in the Transition Plans and commencing from the CPP Milestone Date for any FMO Service;
“Operator Services”	the provision of services to receive telephone calls to a central number and thereafter to route them to the appropriate Authority telephone extension;
“Ordinary Exit”	any termination of this Agreement which occurs: (i) pursuant to clause 57 (Termination Rights) where the period of notice given by the party serving notice to terminate pursuant to such clause is greater than or equal to six months; or (ii) as a result of the expiry of the Initial Term or any Extension Period;
“Organisational Change Plan”	the plan made in relation to staffing requirements as more clearly set out in paragraphs 2.4.48 of schedule 6.1 (Project Management);
“Other Authority Provider”	any other third party which supplies services to the Authority, excluding the Suppliers and the Exiting Suppliers;
“Other Authority Provider ICT Environment”	an ICT Environment used by an Other Authority Provider to provide an End To End Service;
“Other FITS Services”	all FITS Services, excluding the AMS Services;
“Other FITS Supplier”	FITS Supplier(s), excluding the AMS Supplier;
“Other Suppliers”	Suppliers excluding the AMS Supplier;
“Other Tower Bidders”	a bidder who has been invited to negotiate or tender for a Tower Service Agreement by the Authority, but excluding the AMS Supplier;
“Other Tower Service Agreement”	a Tower Service Agreement between the Authority and an Other FITS Supplier, excluding this Agreement;
“Overhead”	those costs which are intended to recover a proportion of the AMS Supplier's indirect corporate costs, which shall not include any Base Costs or Capital Costs or any cost separately included in the Base Cost or Capital Cost;

Term	Definition
“Partial Termination”	the partial termination of this Agreement to the extent that it relates to the provision of any part of the AMS Services and/or Cross Tower Services;
“Passive Network Taps”	a hardware device which provides a mechanism to access data flowing across a computer network whilst functioning as a one way data diode;
“Payment Schedule”	the schedule detailing all anticipated Charges to be provided by the AMS Supplier in accordance with paragraph 7 of schedule 7.5 (Financial Model);
“Penetration Test Process”	ethical Hacking test, a method of evaluating the security of a computer system or network by simulating a malicious attack;
“Peripheral Equipment”	the hardware, other than Client Devices, directly utilised by an End User in order to receive the End to End Services;
“Personal Data”	shall have the same meaning as set out in the Data Protection Legislation;
“Personal Data Breach”	has the meaning set out in Article 4 of the UK GDPR;
“Pilot Test / Testing”	has the meaning given to it in the Authority Test Strategy;
“Planned Approval Date”	the planned date by which a Documentary Deliverable should achieve Approval, as set out in the Document Review Plan;
“Planned Business Change”	the known, agreed and anticipated modifications of business activities;
“Planned Outages”	any time within the service hours when the applicable FITS Service will not be available for use, and which has been agreed in advance by the Authority;
“Platform”	the combination of a System Device and its associated Software; together providing an environment in which Software can be executed;
“PMC Config”	details which recordable events for each PMC are to be recorded, which are to be reported on and which are to be alerted on for every monitored device/log source;
“Post Transition Contract Compliance Rectification Plan”	the plan for the rectification of all identified areas of non-compliance with contracted service delivery that is to be implemented by the AMS Supplier pursuant to schedule 6.1 (Project Management);
“Power over Ethernet (PoE)”	the IEEE standard for powering network devices via Ethernet cable as defined by the standard IEEE 802.3af or successor standards;
“Power Usage Effectiveness” (PUE / DCiE)	Power Usage Effectiveness (PUE) and its reciprocal Data Centre infrastructure Efficiency (DCiE) are widely accepted benchmarking standards proposed by the Green Grid to help IT Professionals determine how energy efficient data centres are, and to monitor the impact of their efficiency efforts;

Term	Definition
“Previous Agreement”	means the agreement between the Authority and the CGI IT UK Limited for the provision of FITS AMS Lot 1 Services dated 19 December 2014;
“Previous Contractor”	means any person (other than the AMS Supplier) who immediately before a Relevant Transfer provided to the Authority (whether directly or indirectly) all or part of the services that are subject to a Transfer to the AMS Supplier or a Sub-Contractor pursuant to or in connection with this Agreement;
“Primary Service Commencement”	the Service Commencement Date for the first FITS Service to be cut over by a FITS Supplier;
“PRINCE 2”	the Projects in Controlled Environments project management method used as a standard across the UK Government;
“Print Services”	the services provided by the Print Supplier;
“Print Supplier”	a supplier under an agreement with the Authority for print services under the FITS Programme;
“Priority Levels”	a category used to identify the relative importance of an incident, problem or change. Priority is based on impact and urgency, and is used to identify required times for actions to be taken;
“PRISM”	Post Release Implementation Support and Maintenance. A period, post implementation, of continued support in Live Environment from a FITS Supplier or Other Authority Provider;
“Problem Management System”	an automated system used to track and manage the status of Problem Records;
“Product Description”	<p>(a) a document describing a project Deliverable in the form set out in Annex A of schedule 8.7 (Document Approval Process) or in respect of the Transition Documentary Deliverables, the form set out in Appendix B of schedule 6.1 (Project Management) and according to content specified by the Authority; or</p> <p>(b) a description of a product's purpose, composition, derivation and quality criteria, produced at planning time, once the need for the product is identified, in a form and according to content specified by the Authority;</p>
“Programme Test Strategy”	has the meaning given to it in the Authority Test Strategy;
“Project”	means a temporary organisation with people and other assets, that is required to achieve an objective or other outcome;
“Project Authority Notice to Proceed Date”	the date from which the Authority has confirmed that the relevant parties can commence a Project in accordance with schedule 6.1 (Project Management);
“Project Authority to	a notice issued by the Authority pursuant to paragraph 1.11.2.1

Term	Definition
Proceed	of Part 2 of schedule 6.1 (Project Management);
“Project Impact Statement”	a statement from the AMS Supplier and all other relevant FITS Suppliers (as applicable) setting out the impact (if any) on their cost models, Charges, resources, Transition Table of schedule 6.1 (Project Management) and Table 1 (Delay Payments for Milestones) of schedule 7.1 (Charging and Invoicing) in relation to the Transition Documentary Deliverables for a Project in accordance with the procedure set out in schedule 6.1 (Project Management);
“Project Initiation Document”	a document in a form and according to content specified by the Authority that sets out scoping information relating to a project, including any Acceptance Criteria relating to a project;
“Project Milestone” or “Milestone”	an event or task described in the Transition Portfolio Plan, in a Transition Plan or in a Project Plan as a “Milestone” which, if applicable, must be completed by the relevant Milestone Date, including milestones in respect of any ATP, SCD and CPP;
“Project Notification”	the notification provided by the Authority on initiation of a Project, and including the information set out in paragraph 1.9.2 of schedule 6.1 (Project Management);
“Project Plan”	a statement of how and when a Project's objectives are to be achieved, by showing the major products, Milestones, activities, Deliverables and resources required on the Project;
“Project Specific IPRs”	(a) IPRs in items created by the AMS Supplier (or by a third party on behalf of the AMS Supplier) specifically for the purposes of this Agreement and updates and amendments of these items; and/or (b) IPRs arising as a result of the performance of the AMS Supplier's obligations under this Agreement; but which shall not include the AMS Supplier's Background IPRs or the Specially Written Software;
“Project Suite”	in respect of any Project, the Project Suite is the Transition Documentary Deliverables and the Project Notification;
“Project Test Plan”	has the meaning given to it in the Authority Test Strategy;
“Project Test Strategy”	the test strategy for a Project as described in schedule 6.1 (Project Management);
“Proposal”	the proposal provided by the AMS Supplier to the Authority, in response to the Authority's statement of requirements outlined in the Authority's invitation to submit BAFO;
“Proposal Document”	a response to a Request for Service made in accordance with the Change Management procedure set out in the SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures;

Term	Definition
“Protective Marking”	a marking scheme to identify the sensitivity of information of an Information Asset; in Government ICT the protective markings are: (a) OFFICIAL; (b) SECRET; and (c) TOP SECRET;
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted;
“Protective Monitoring Policy”	a document which describes the principles and high level requirements relating to the delivery of Protective Monitoring Services;
“Protective Monitoring Resolution Plan”	a detailed proposal which describes the activities and resources needed and timescales to mitigate the findings listed in the Digital Forensics Report;
“Protective Monitoring Service”	the services provided by the Protective Monitoring Supplier;
“Protective Monitoring Supplier”	a supplier under an agreement between the Authority and a provider of protective monitoring services under the FITS Programme;
“Protectively Marked Assets”	Information Assets that bear a marking or classification to denote its sensitivity or value to the Authority and the handling requirements in accordance with the Security Policy Framework and/or the Authority's information handling guidance;
“Protectively Monitored Device”	a Device which is monitored by the Protective Monitoring Supplier;
“Protectively Monitored Software”	Software which is monitored by the Protective Monitoring Supplier;
“PSN Security Officer”	the individual responsible for ensuring that the Authority maintains PSN compliance for a set of environments or services, and identifies, manages, escalates and resolves any potential or actual security-related risks or issues that may affect PSN compliance status, as outlined in the PSN Protective Monitoring & Security Incident Management Strategy Public Sector Network Programme Version 1.3;
“Public Key Infrastructure”	a set of policies, processes and procedures, Software and Devices used for the purpose of administering certificates and public-private key pairs, including the ability to issue, maintain, and revoke public key certificates, in accordance with the HMG

Term	Definition
	IA Standard No. 4 Management of Cryptographic Systems;
“Quality Assurance”	the Process responsible for ensuring that a FITS Service and its associated Processes are continuing to deliver their intended value;
“Quality Assurance Review”	an inspection of the AMS Supplier implementation of the AMS Services to ensure the adherence to the contractual standards;
“Quality Criteria”	the criteria for Approval by the Authority of a Documentary Deliverable, including any criteria set out in the Product Description for that Documentary Deliverable. In respect of Transition Documentary Deliverables, the Quality Criteria are also set out in Appendix B to schedule 6.1 (Project Management);
“Quality Manager”	the AMS Supplier’s representative responsible for ensure that the AMS Supplier adheres to the Quality Plan;
“Quality of Service”	the ability to prioritise selected network traffic or data flows including but not limited to Business Application data, Messaging data, Telephony Services, Video Conferencing Services;
“Quality Plans”	the AMS Supplier’s plan that reflects the quality management systems as further described in clause 15 (Quality Monitoring);
“Quarter”	the first three months and each subsequent three months until the end of the Agreement;
“Quarterly Business Forecast”	a snapshot of the demand pipeline representing a forecast for demand for services by the Authority. This is produced at regular intervals by the Authority to describe future developments and changes the Authority is planning to undertake;
“Quarterly Capacity Plan”	a list of activities with associated timescales that will be conducted to manage the resources required to deliver FITS Services. The Quality Capacity Plan will be produced every quarter and will contain scenarios for different predictions of business demand, and costed options to meet the agreed Service Level Targets;
“Quarterly Scan Report”	a light touch IT Health Check to be performed quarterly;
“Rating Agencies”	the rating agencies listed in Appendix 1 to schedule 7.4 (Financial Distress);
“Reasonable Recommendation”	a reasonable recommendation or advice, identified by the AMS Supplier acting in good faith and in accordance with Good Industry Practice, to modify the systems and services provided by the AMS Supplier, for the purpose of managing a genuine and legitimate data security or Data Loss Event risk, which is proportionate to the course of action being considered;

Term	Definition
“Receiving Party”	the party which receives a proposed Contract Change;
“Reconciliation”	a reconciliation of Earned Expenses and Earned Revenue, against the Forecast Expenses and Forecast Revenue set out in the Updated Financial Model compiled from time to time (and in any event upon termination or expiry of this Agreement) in accordance with paragraph 5 of schedule 7.5 (Financial Model);
“Recovery Plan”	a plan to be produced in accordance with schedule 2.2 (Service Performance Management) specifying the remedial actions and activities to be undertaken and the recovery period to address and prevent a recurrence of repeat Service Level Failures, KPI failures or multiple Severity 1 Incidents;
“Referenced Document(s)”	the documents listed in schedule 11 (Referenced Documents);
“Registers”	has the meaning given to it in paragraph 2.1 of schedule 8.5 (Exit Management);
“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 Agreement or any other affairs of the Authority and “Regulatory Body” shall be construed accordingly;
“Release and Deployment Management Strategy”	the approach for planning, scheduling and controlling the build, test and deployment of releases, and for delivering new functionality required by the Authority while protecting the integrity of existing FITS Services;
“Release Event”	events which will trigger the release of the Deposited Software to a duly authorised officer of the Authority;
“Release Plan”	has the meaning given to it in paragraph 5.11.8 of schedule 6.1 (Project Management);
“Release Test Plan”	has the meaning given to it in the Authority Test Strategy;
“Relevant Conviction”	a Conviction that is relevant to the nature of the AMS Services and/or FITS Services to be provided including but not limited to those involving dishonesty, violence, sexual offences;
“Relevant Tax Authority”	HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the AMS Supplier is established;
“Remedial Plan”	the plan referred to in clause 58 (Remedial Plan Process) to correct a material Default;
“Remedial Plan Process”	the process set out in clause 58 (Remedial Plan Process);
“Remote and Mobile Access”	the ability to gain connection to the Authority’s ICT Environments from any site or remote location;

Term	Definition
“Removable Media”	hardware and / or material that is capable of providing data permanence, but which can be detached from fixed Service Assets and carried away from the user workplace;
“Repair”	has the meaning given to it in the Authority Test Strategy;
“Replacement AMS Services”	any services which are substantially similar to any of the FITS Services and which the Authority receives in substitution for any of the AMS Services following the expiry or termination or Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
“Replacement AMS Supplier”	any third party service provider of Replacement AMS Services appointed by the Authority from time to time;
“Replacement Hosting Services”	any services which are substantially similar to any of the FITS Services and which the Authority receives in substitution for any of the Hosting Services following the expiry or termination or Partial Termination of its agreement with the Hosting Supplier, whether those services are provided by the Authority internally and/or by any third party;
“Replacement Hosting Supplier”	any third party service provider of Replacement Hosting Services appointed by the Authority from time to time;
“Representatives”	either or both of the Authority Representative and the AMS Supplier Representative;
“Request for Information”	a request for information or an apparent request under the FOIA or the Environmental Information Regulations;
“Request for Service”	a request made by the Authority to commission services which may include additions to the Service Catalogue or require a Change via the Change Control Procedure;
“Request Fulfilment”	the service categories within the Service Register identified as being Band 7;
“Requesting Party”	the party which requests a Contract Change;
“Required Action”	has the meaning given in clause 62.7.1 (Step-In Rights);
“Requirements Document”	a description of the Authority’s requirements for a Project as described in part 2 of schedule 6.1 (Project Management);
“Resolution Plan”	a plan of actions agreed with the Authority to investigate, diagnose, resolve, and prevent future occurrences of an actual or potential breach of security discovered during a security audit, or a failure to comply with Connection Criteria;
“Resolver Group”	a group of appropriately qualified specialists from Suppliers that are nominated in accordance with Good Industry Practice to perform the resolution of Incidents;
“Revised Milestone Date”	any revised date which is set for the Achievement of a Milestone;

Term	Definition
“Risk Analysis”	the process of defining and analysing the risk to FITS Service to the Authority, identifying threats to those FITS Service, and evaluating how vulnerable each FITS Service is to those threats;
“Risk History”	the complete catalogue of the R&I Log;
“Risk Management and Accreditation Documentation Set”	the documentation, often a portfolio, which specifies the risk management measures, accreditation policy, and status of an ICT system;
“Risk Management Document”	a document containing all the information about a risk, from the point of first identification, all the way through its life, providing the complete and current information about the risk, including probability and impact estimates or measures, possible mitigation or other risk response, decisions taken (including by whom and with what reasoning), ownership, and actions to monitor status and to communicate information about the risk;
“Risk Register”	a summary and index of all the risk documents that apply to a given system;
“Rough Order of Magnitude”	a rough estimate of time, cost and effort that would be required to fulfil and in support of a request for a Proposal Document;
“Round Robin Database”	a data store which uses a circular buffer and typically reduces the resolution of historical data to allow for new data to be added without increasing the size of the database;
“SCD Milestones”	a Milestone which identifies the Service Commencement Date, as set out in the Transition Table;
“Second Extension Period”	has the meaning given to it in clause 56.3;
“Secure Remote Access”	the connectivity for Client Devices to access End to End Services via public telephony (including but not limited to PSTN, ADSL, and 3G/4G), Internet, and wireless networks;
“Security Accreditation Engagement Template”	a formal document to be completed in order to engage the services of the Accreditor;
“Security Breach”	a Security Incident in which an Information Asset's confidentiality, integrity or availability are compromised;
“Security Content Automation Protocol” (SCAP)	a method using a suite of selected open standards that enumerate software flaws, security related configuration issues, and product names to enable automated vulnerability management, measurement, and policy compliance evaluation;
“Security Event”	an event requiring escalation to the security team;
“Security Incident”	the act of breaching an explicit or implied security policy;
“Security Incident Database”	a complete database of security incidents;
“Security Incident Resolution Plan”	a plan of actions agreed with the Authority to investigate, diagnose, resolve, and prevent future occurrences of a Security Incident;

Term	Definition
“Security Investigation”	activities that aim to discover the underlying cause of a Security Incident escalated to the Security Team. Each Security Investigation has its own Terms of Reference (TOR);
“Security Management Plan”	the AMS Supplier's security plan prepared pursuant to paragraph 5 of schedule 2.5 (Security Management Plan) and referenced in Appendix 1 of schedule 2.5 (Security Management Plan);
“Security Policy Framework”	the Cabinet Office Security Policy Framework;
“Security Risk”	a risk arising from the threat or compromise to an information asset's confidentiality, integrity or availability;
“Security Services”	the services provided by the Security Supplier(s);
“Security Supplier(s)”	a supplier under an agreement between the Authority and a provider of information security services under the FITS Programme;
“Security Team”	the Authority Personnel responsible for handling Security Incidents;
“Self Service Portal”	a system providing access to a selection of FITS Services for users to consume without interaction with Service Desk personnel;
“Service”	a FITS Service, Cross Tower Service or Transition Service as applicable;
“Service Acceptance Test”	has the meaning given to it in the Authority Test Strategy;
“Service Asset”	any resource or capability that contributes to the delivery of a FITS Service;
“Service Availability”	as set out in paragraph 2.2.2 of schedule 2.2 (Service Performance Management);
“Service Catalogue”	the service catalogue developed, maintained and implemented by the SIAM Supplier as described in schedule 2.1 (Service Requirements) and paragraph 5.14 of schedule 6.1 (Project Management);
“Service Charges”	period payments made in accordance with schedule 7.1 (Charging and Invoicing) in respect of the supply of the AMS Services;
“Service Commencement Date”	the date on which the Authority has agreed that a FITS Supplier or FITS Suppliers may commence the delivery of a FITS Service or Cross Tower Service. This date shall be linked to the Project Milestone and which is defined as an "SCD Milestone" in the Transition Plan;
“Service Credit Point”	a point accrued by a FITS Supplier for failure to deliver a FITS Service in accordance with the Service Level Targets set out in schedule 2.2 (Service Performance Management);
“Service Credit Regime”	the Authority's regime for Service Credits set out in paragraph 4

Term	Definition
	of schedule 2.2 (Service Performance Management);
“Service Credits”	the sums payable in respect of the failure by the AMS Supplier to meet one or more Service Levels as specified in schedule 7.1 (Charging and Invoicing);
“Service Delivery Lifecycle”	the management of the various stages in the life of a FITS Service or End to End Service. The SDLC involves a number of management practices to ensure that FITS Services are provided as agreed between the FITS Supplier and the Authority;
“Service Desk”	the single point of contact between the FITS Supplier and the users;
“Service Failure”	any Default in the provision of a FITS Service;
“Service Handover Pack”	a set of all information, documentation and products detailing the responsibilities for operating a FITS Service in the Authority’s ICT Environment;
“Service Hour”	any hourly period within the time periods set out in Table 1 in schedule 2.2 (Service Performance Management), as determined by the applicable Service Availability category as set out in the Service Register and Master Application List;
“Service Knowledge Library”	the Authority's collection of artefacts that describe different aspects of and abstractions of the current Authority's ICT Environment. The SKL will become subsumed into the SKMS after Effective Date;
“Service Level”	the Service Level Targets, Service Level Thresholds and KPIs as set out in schedule 2.2 (Service Performance Management) and schedule 5 (Deferred Shareholder Fund) of the MSA;
“Service Level Agreement Monitoring View”	a service level agreement monitoring display used to help monitor and report achievements against Service Levels;
“Service Level Failure”	a failure to meet a Service Level Target or Service Level Threshold;
“Service Level Framework”	the framework referred to and encapsulated within schedule 2.2 (Service Performance Management) and which categorises the FITS Services, Business Applications, processes, tasks and activities associated with the provision and support of the full range of End to End Services and associated Service Level Targets, Key Performance Indicators and Service Availability requirements;
“Service Level Target”	the targets described in schedule 2.2 (Service Performance Management);
“Service Level Threshold”	the threshold described in schedule 2.2 (Service Performance Management);
“Service Management Framework”	the way in which the full scope of service integration and service management accountabilities, responsibilities and supporting processes are deployed, managed and controlled in a

Term	Definition
	multi-supplier structure across all suppliers and the Authority;
“Service Measurement Period”	the period as set out in paragraph 1.1.2.7 of schedule 2.2 (Service Performance Management);
“Service Performance Management”	the services to be provided by the FITS Suppliers to manage the performance of the FITS Services, as prescribed by schedule 2.2 (Service Performance Management);
“Service Readiness Criteria”	the criteria against which a FITS Supplier is assessed prior to being granted ATP and assuming responsibility for the delivery of a service, or component thereof;
“Service Readiness Review”	shall mean the process for <ul style="list-style-type: none"> (a) assessing the FITS Suppliers’ progress in delivering their obligations; (b) assessing the extent of the FITS Suppliers’ outstanding activities to be completed to achieve completion of Service Transition by the relevant Service Commencement Date; (c) identification of any business or End to End Service continuity risks and issues; (d) confirming the Service Commencement Date; and (e) provide recommendation to the Authority for the issue of an ATP
“Service Register”	is the service register set out in the Dependencies Register;
“Service Reporting Period”	the period specified in paragraph 1.1.2.7 of schedule 2.2 (Service Performance Management);
“Service Request”	a request for information or advice or access or consumption of a FITS Service from the FITS Service Catalogue;
“Service Requirements”	the Authority's requirements as set out in schedule 2.1 (Service Requirements);
“Service Transfer Test Incident Log”	a Test Incident Log established and maintained for the transfer of a FITS Service;
“Service Transfer Test Strategy”	a test strategy setting out the approach to testing for the transfer of a Service from one supplier to another, to be produced, managed and maintained by the AMS Supplier in accordance with the Authority Test Strategy;
“Service Unavailability”	any period of time during which there is no Service Availability for any End to End Service, FITS Service or Business Application;
“Service Validation and Testing Policies and Procedures”	has the meaning set out in schedule 2.1 (Services Requirements);

Term	Definition
“Services Employees”	those employees of the AMS Supplier who shall from time to time be engaged in the performance of the Services in the relevant part of the undertaking within the AMS Supplier and who may be transferred on the expiry or termination of this Agreement under the Employment Regulations to the Authority or a Replacement FITS Supplier;
“Severity”	a category used to identify the relevant importance of an incident, problem or change based on the impact on the Authority’s productivity as a result of a reduction or loss of Availability or Performance of a FITS Service or Business Application, including categories described in schedule 2.2 (Service Performance Management);
“Share”	has the meaning given to it in schedule 8 (Definitions) of the Master Services Agreement;
“Shared Hosting Environment”	a subset of Shared Platform within the context of Hosting Services;
“Shared Incentive Fund”	has the meaning given in paragraph 7.8.1 of schedule 7.1 (Charging and Invoicing);
“Shared Platform”	a Platform, where two or more consumers of the Platform resources share the same resources;
“Shared Risk Pots”	the shared risk pots Bounded Mechanism as further described in paragraph 7.7 of schedule 7.1 (Charging and Invoicing);
“SIAM Services”	the services provided by the SIAM Supplier;
“SIAM Supplier”	a supplier under an agreement between the Authority and a provider of SIAM services under the FITS Programme;
“SIAM Transition Function”	the delivery by the SIAM Supplier of the Transition Plans, Transition Solutions and the Deliverables as obligated in the SIAM Tower Services Agreement, but not including the FITS Transition Assurance Function;
“Sites”	any location used for the consumption of the FITS Services by an End User;
“SLA Framework”	a structure to serve as support for the definition of Service Levels Targets and the creation of their associated SLA;
“Small Change”	a Request for Service with the characteristics set out in Annex K of schedule 2.2 (Service Performance Management) denoted as ‘Small’;
“Smartphone”	any Mobile Telephony Device capable of providing Application functionality;

Term	Definition
“SME”	an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
“Software”	the Specially Written Software, AMS Supplier Software, Third Party Software, Open Source Software or Commercial Off The Shelf Software, used in the provision of FITS Services;
“Solution Architecture”	data documents and models defining, describing, modelling, mapping and communicating the as-is and to-be business requirements, business functions, IS/IT systems and service related to the implementation of specific and discrete real-world solutions and change projects;
“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;
“Specialist Security Services”	the services provided by the Protective Monitoring Supplier, the Digital Forensics Supplier(s), and the IT Health CHECK Supplier(s);
“Specially Written Software”	any programs, codes and software created by the AMS Supplier (or by a third party on behalf of the AMS Supplier) specifically for the purposes of this Agreement and/or for use by the AMS Supplier specifically in the provision of the AMS Services or the FITS Services (including any modifications or enhancements made to such Software during the Term), including (but not limited to) the items detailed in paragraph 2 of schedule 5.1 (Software);
“Specific Change in Law”	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
“Staff Transfer”	the transfer of staff under this Agreement pursuant to the Employment Regulations;
“Staff Vetting Procedures”	the Authority's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, as set out in the SKL and including but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
“Stage Payment”	any payment made in respect of a Milestone or on any other date in either case as identified in schedule 7.1 (Charging and Invoicing);
“Standard Application”	a Business Application denoted as such within the Master Application List, but typically with the following

Term	Definition
	characteristics: a Business Application for which a degradation or loss of the service would impact on the productivity of a Business Unit or group of End Users;
“Standard Change”	a pre-approved change item which has a known cost, known procedure for delivery and is contained within the FITS Service Catalogue;
“Standard Licence Terms”	the licence terms set out in Part A (Standard Licence Terms) of schedule 5.2 (Licence Terms);
“Standard Testing Toolset”	the standard testing toolset comprises an integrated set of mandatory and optional tools for the planning, design, execution, reporting and control & monitoring of tests. It includes tools for test management, automation, performance/load testing and defect management;
“Standards”	the British or international standards, Authority's internal policies and procedures, Government codes of practice and guidance referred to in schedule 2.3 (Standards) together with any other specified policies, guidance or procedures identified in schedule 2.3 (Standards) or schedule 2.5 (Security Management Plan);
“Statement Of Applicability”	a Statement of Applicability under ISO27001/2;
“Step-In Notice”	has the meaning in clause 62.6;
“Step-Out Date”	has the meaning in clause 62.10.2;
“Step-Out Notice”	has the meaning in clause 62.10;
“Step-Out Plan”	has the meaning in clause 62.11;
“Strategic Supplier”	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
“Sub-contract”	any contract or agreement or proposed contract or agreement between the AMS Supplier and any third party whereby that third party agrees to provide to the AMS Supplier the AMS Services and/or FITS Services or any part thereof or facilities or services necessary for the provision of the AMS Services and/or FITS Services or any part thereof or necessary for the management, direction or control of the AMS Services and/or FITS Services or any part thereof;
“Sub-contractor”	the third party with whom the AMS Supplier enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
“Sub-contractor Credit Rating Threshold”	the Sub-contractor Credit Rating Thresholds as set out in Appendix 2 to schedule 7.4 (Financial Distress);
“Sub-contractor Financial Distress Event”	the occurrence of one or more of the events referred to in paragraph 9.1 of schedule 7.4 (Financial Distress);

Term	Definition
“Subsequent Relevant Transfer”	has the meaning given to it in schedule 9.1 (Staff Transfers);
“Subsequent Transferring Employee”	has the meaning given to it in schedule 9.1 (Staff Transfers);
“Subsequent Transferring Employees”	has the meaning given to it in schedule 9.1 (Staff Transfers);
“Supplier Board”	means the AMS Supplier’s board of directors;
“Supplier Management Operations”	the forum described as such in the FITS Governance Framework;
“Supplier Test Policy”	has the meaning given to it in the Authority Test Strategy;
“Suppliers”	means FITS Suppliers;
“Suppliers’ Site”	Sites owned, controlled or occupied by the Suppliers which are used for the delivery by the Suppliers or their Sub-Contractors of End to End Services and/or FITS Services;
“Suppliers’ Solutions”	goods and services supplied by FITS Suppliers, as a response to business and technical challenges associated with the Authority’s business objectives;
“Supply Agreement”	means a Tower Service Agreement;
“System Device”	any physical computing device used in the hosting and delivery of the FITS Services;
“System Integration Testing”	has the meaning given to it in the Authority Test Strategy;
“System Software”	the Software executed on System Devices used in the provision of FITS Services;
“Systems Management Tools”	has meaning given to it in schedule 8.1 (Definitions and Interpretation) of the MSA;
“Systems of Measurement”	the sources of data, and calculations to be used in creating the monthly Service Level performance reports as set out as a Product Description to schedule 6.1 (Project Management);
“Systems of Measurement Referenced Document”	the detailed description of the sources of data, and calculations to be used in creating the monthly Service Level performance reports as set out as a Product Description to schedule 6.1 (Project Management);
“Tablet”	a portable computer contained in a single panel that uses a touch screen as its primary input device;
“Tapering Relief”	the tapering Bounded Mechanism as further described in paragraph 7.11 of schedule 7.1 (Charging and Invoicing);
“Telephony Device”	any Device used in the delivery of Telephony Services;
“Telephony Services”	those services for the provision of telephony as set out in the Dependencies Register;
“Term”	the period commencing on the Effective Date and ending at

Term	Definition
	23:59 on 31 August 2022 on the expiry of the Initial Term or any Extension Period or on earlier termination of this Agreement;
“Termination Assistance Notice”	has the meaning set out in paragraph 5.10 of schedule 8.5 (Exit Management);
“Termination Assistance Period”	the period specified in the Termination Assistance Notice in which the AMS Supplier shall provide the Termination AMS Services as may be extended pursuant to paragraph 5.11 of schedule 8.5 (Exit Management);
“Termination Notice”	a notice to terminate this Agreement or part of the AMS Services and/or FITS Services either immediately or at a date specified in the notice;
“Termination Payments”	the payments described in paragraph 3.6 of schedule 7.2 (Payments on Termination);
“Termination Services”	the services and activities to be performed by the AMS Supplier pursuant to the Exit Plan, including those activities listed in paragraph 5.15 of schedule 8.5 (Exit Management) and any other services required pursuant to the Termination Assistance Notice;
“Test”	has the meaning given to it in the Authority Test Strategy, covering any and all tests required to be carried out under this Agreement, pursuant to the Service Validation & Testing provisions of schedule 2.1 (Service Requirements) and schedule 2.3 (Standards), and “Tests” and “Testing” shall be construed accordingly;
“Test Asset”	has the meaning given to it in the Authority Test Strategy;
“Test Assurance”	has the meaning given to it in the Authority Test Strategy;
“Test Certificate”	the certificate materially in the form of the document contained in Appendix C to schedule 6.1 (Project Management) issued by the Authority when a Deliverable has satisfied its relevant Test Success Criteria satisfactorily;
“Test Environment”	has the meaning given to it in the Authority Test Strategy;
“Test Issue”	any variance or non-conformity of a Deliverable from its requirements as set out in the relevant Test Success Criteria;
“Test Item”	has the meaning given to it in the Authority Test Strategy;
“Test Manager”	has the meaning given to it in the Authority Test Strategy;
“Test Phase”	has the meaning given to it in the Authority Test Strategy;
“Test Plan”	a plan for the Testing of Deliverables and other agreed criteria related to the achievement of Milestones as described further in paragraph 13 of schedule 6.1 (Project Management);
“Test Report”	a report setting out the results of any Tests which shall include without limitation the information set out in paragraph 16.5 of

Term	Definition
	schedule 6.1 (Project Management);
“Test Success Criteria”	the criteria developed in accordance with Part 3 of Schedule 6.1 (Project Management);
“Third Extension Period”	has the meaning given to it in clause 56.4;
“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 AMS Supplier) which is or will be used by the AMS Supplier for the purposes of providing the AMS Services and/or FITS Services, including the software specified as such in schedule 5.1 (Software) but excluding the Authority Software;
“Threat”	threats include viruses, trojans, phishing and all other possible risks to FITS Services;
“Threshold Gain Margin”	the Forecast Gain Margin plus 0%. By way of example, if the Forecast Gain Margin is 10%, the Threshold Gain Margin would be 10%;
“TMO Services”	any services provided by Exiting Suppliers, Collaborating Suppliers, Other Authority Providers or FITS Suppliers provided after the first Service Commencement Date for any of the Tower Services Agreements, but services provided prior to FMO Services;
“Tower Service Agreement”	a contract between the Authority and one of the FITS Suppliers;
“Transferring Assets”	such assets as transferred to the Authority on termination or expiry of this Agreement and as specified in the Exit Plan;
“Transferring In Assets”	those assets which shall be transferred to the AMS Supplier from an Exiting Supplier in accordance with the provisions of clause 10 (Transfer of Assets and Third Party Agreements) and schedule 6.3 (Asset Transfers);
“Transferring In Third Party Agreements”	agreements between the Authority or an Exiting Supplier and any third party which shall be transferred to the AMS Supplier in accordance with the provisions of clause 10 (Transfer of Assets and Third Party Agreements) and schedule 6.3 (Asset Transfers);
“Transferring Out Assets”	those Assets which shall be transferred from the AMS Supplier to a Replacement FITS Supplier (whether exit is because of expiry or termination) in accordance with the provisions of schedule 7.2 (Payments on Termination) and schedule 8.5 (Exit Management);
“Transferring Out Third Party Agreements”	agreements between the AMS Supplier and any third party which shall be transferred to the Authority or to a Replacement FITS Supplier in accordance with the provisions of schedule 7.2 (Payments on Termination) and schedule 8.5 (Exit Management);

Term	Definition
“Transition”	the end-to-end processes, procedures, activities, Products, Documentation and Deliverables required to replace the services provided by the Exiting Suppliers with delivery of services by the FITS Suppliers under the Tower Service Agreements, and which involves but is not limited to the transfer of assets, personnel, premises, resources and work in progress;
“Transition Accelerated Ordering Process”	the process to support the accelerated ordering of goods or services during the End to End Transition;
“Transition Contingency Plan(s) “	describes the activities required to provide for any failure to maintain progress in Transition or meet any of the Milestones;
“Transition Deliverable”	any project document, item, feature or service associated with the Transition Services which is required to be provided by the AMS Supplier in any plan, PID or Approval Criteria, as summarised in the Transition Deliverable Matrix managed by FTAf;
“Transition Deliverables Matrix”	as set out in Appendix B of schedule 6.1 (Project Management);
“Transition Director”	a member of the AMS Supplier’s personnel whose role is described in schedule 6.1 (Project Management);
“Transition Governance”	the governance process set out in schedule 6.1 (Project Management) and the FPMF;
“Transition Manager(s)”	managers who shall be responsible on a day-to-day basis for managing the Transition;
“Transition Mode of Operations”	the interim processes, procedures and ways of working to be utilised by the Exiting Suppliers and the FITS Suppliers, to enable the delivery of the FITS Services as part of the End to End Services during the transition period;
“Transition Models”	a repeatable way of dealing with the transition of FITS Services from one lifecycle status to the next;
“Transition Operational Control”	the AMS Supplier function that shall be responsible for managing all Operational Changes that are related to transition activities;
“Transition Period”	the period of time beginning on the Effective Date of the SIAM Tower Service Agreement (3 rd September 2013) and ending on Grand FMO;
“Transition Plans”	the FITS Programme Plan and the Levels 1 - 4 Plans;
“Transition Portfolio Plan”	the plan that sets out the dates, sequences and dependencies for the End to End Transition as further described in schedule 6.1 (Project Management);
“Transition Portfolio Test Strategy”	the strategy produced to provide guidance and the approach to testing for the FITS Suppliers during the End to End Transition, as detailed in schedule 6.1 (Project Management);
“Transition Service Readiness	for measuring the transition service readiness developed in

Term	Definition
Approach	accordance with schedule 6.1 (Project Management);
“Transition Service Readiness Criteria”	the criteria set out in paragraphs 8.3.3(a)(i) to (v) inclusive of schedule 6.1 (Project Management);
“Transition Service Readiness Forum”	the AMS Supplier’s main forum to demonstrate to the Authority that the AMS Supplier has met the requirements set out in schedule 6.1 (Project Management) and that the AMS Supplier is ready to deliver the AMS Services;
“Transition Services”	the services described in schedule 6.1 (Project Management);
“Transition Table”	Table 1 set out in schedule 6.1 (Project Management);
“Transition Workstream(s)”	a project tasked with the Transition of a FITS Service or set of related FITS Services;
“Transition Workstream Manager(s)”	managers who shall be responsible for co-ordinating the detailed planning on each Transition Work stream;
“TSA Effective Date”	the date on which the Tower Service Agreement is signed by both parties;
“TUPE”	has the meaning given to it in schedule 9.1 (Staff Transfers);
“UK”	the United Kingdom;
“UK Expert Witness Register”	a register of Expert Witnesses located in the UK, normally operated by a commercial organisation, to enable legal professionals to locate experts with appropriate skills;
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
“Unavailable” or “Unavailability”	has the same meaning as “Service Unavailability”;
“United Kingdom Mainland”	means England, Scotland and Wales;
“Unused Access Device”	a device that provides access to any FITS Service through a network, but is no longer used;
“Unused Software”	software deployed to a device for consumption by a user but is no longer used;
“Updated Financial Model”	the Base Case Financial Model as updated pursuant to paragraph 5 of schedule 7.5 (Financial Model);
“Upper Quartile”	that based on an analysis of Equivalent Services Data, the Charges for the Benchmarked Services, as compared to the range of prices for Comparable Services, are within the top 25% in terms of best value for money or the recipients of Comparable Services;
“Use”	(a) with respect to the Standard Licence Terms and/or the Deposited Software, the right to load, execute, store, transmit, display and copy (for the purposes of loading, execution, storage, transmission or display); (b) with respect to the Enhanced Licence Terms, the AMS

Term	Definition
	Supplier's Background IPRs and/or Embedded Third Party IPRs, the right to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display), modify, adapt, enhance, reverse compile, decode, translate, publish (including on the ICT Environment), distribute or otherwise utilise;
“User”	consumers of the End to End Services including but not limited to citizens and End Users;
“User Acceptance Testing”	has the meaning given to it in the Authority Test Strategy;
“User Administration”	the management of persons to use the FITS Services including their profile, credentials and rights of access;
“User Authentication”	the act of checking and confirming the true identity of a user prior to providing access to a FITS Service;
“VAT”	value added tax as provided for in the Value Added Tax Act 1994;
“VCS Bridge”	the Device and associated Software to connect multiple locations participating using video conferencing services (VCS) to a common video conference setting; providing both audio and real time visual interaction for the participants;
“Video Services”	as described in the Service Register;
“Video Services Terminal”	the Video Conferencing Devices comprising video screen, camera codec and audio ancillaries to enable high-definition collaboration services to court rooms, conference rooms and offices;
“Vital Application”	a Business Application denoted as such within the Master Application List, but typically with the following characteristics: a Business Applications where the degradation or loss of the service would result in a major impact to the Authority’s productivity and / or reputation;
“Vital Services”	the services within the ‘Vital Services’ Band;
“Vital User”	an End User whom the Authority has determined require an uplift to Incident Resolution in accordance with paragraphs 3.4.4 to 3.4.6 of schedule 2.2 (Service Performance Management);
“Vulnerability”	a weakness which allows an attacker to reduce a system's information assurance;
“Vulnerability Management”	the function responsible for the identification and possible reduction or elimination of any weakness that could be exploited by a Threat;
“Vulnerability Management Team”	a team responsible for the implementation of counter measures against vulnerabilities;
“Vulnerability Resolution Plan”	a plan of actions agreed with the Authority to investigate, diagnose, resolve, and prevent future occurrences of a security

Term	Definition
	vulnerability;
“WAN and LAN Services”	the services provided by the WAN and LAN Supplier;
“WAN and LAN Supplier”	a supplier under an agreement between the Authority and a provider of WAN and LAN services under the FITS Programme;
“Web Analytics”	the measurement, collection, analysis and reporting of internet data for purposes of understanding and optimising web usage;
“Wide Area Network (WAN)”	a telecommunication network that covers a broad area (i.e. any network that links across metropolitan, regional, or national boundaries);
“WIP Deliverables”	the identified Deliverables as defined in the Project PID for the particular WIP activity;
“WIP Services”	those project services which were provided under the Previous Agreement and which shall continue to be provided as part of the AMS Services, subject to and in accordance with the terms of this Agreement, from and including the Effective Date, as more particularly described in Annex 1 to Schedule 6.2 (Work in Progress);
“Wireless LAN”	the IEEE family of standards for wireless networking, as defined by 802.11, and successors;
“Work In Progress”	any on-going, imminent or forecasted project, activity or initiative that may take place during End to End Transition;
“Work In Progress Control Procedure”	the Deliverable of the same name described in the relevant Product Description as set out in Appendix B to schedule 6.1 (Project Management);
“Work In Progress Solutions and Deliverables”	the FITS Supplier’s Solution and Plan to take over a Work In Progress from an Exiting Supplier;
“Workforce Code”	the Code of Practice on Workforce Matters in Local Authority Service Contracts;
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales;
“Workstream Plans”	a plan for the transition of a Work stream, as described in schedule 6.1 (Project Management);

End of schedule

OFFICIAL

ANNEX 3

SCHEDULE 2.1 (SERVICE REQUIREMENTS)



Application Maintenance & Support (AMS) Service

Schedule 2.1: Service Requirements

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
V0.1	24 August 2020		First draft. Based on conformed version V7.0 19.03.2019. Removed “Lot 1”. Adding in detail from previous CANs.
V0.2	22 September 2020		Updated draft reflecting changes to ITSCM requirements
V0.3	6 October 2020		Updated draft following comments from MoJ and CGI on ITSCM requirements
V0.4	21 October 2020		Updated draft
V0.5	25 October 2020		Updated draft
V0.6	28 October 2020		Updated draft
V1.0	1 November 2020		Final version
V1.1	26 July 2023		Updated version to include social value and carbon reduction requirements.
V2.0	2 nd August 2023		Accepted proposed social value provisions and move to FINAL

TABLE OF CONTENTS

1. GLOSSARY OF TERMS	5
2. INTRODUCTION	5
3. OBJECTIVES	6
4. SCOPE OF AMS SERVICES	7
5. STRUCTURE OF AMS REQUIREMENTS.....	8
6. GENERAL PRINCIPLES	9
7. FITS STRATEGIC DESIGN THEMES	10
8. FITS TOM DESIGN PRINCIPLES FOR AMS	13
9. AMS SERVICES REQUIREMENTS.....	14
10. GENERAL PRINCIPLES	14
11. SERVICE STRATEGY.....	17
12. SERVICE DESIGN	27
13. SERVICE TRANSITION	49
14. SERVICE OPERATION.....	78
15. CONTINUAL SERVICE IMPROVEMENT	106
16. SERVICE LIFECYCLE MANAGEMENT	113
17. INFORMATION SECURITY MANAGEMENT	129

18.	END USER SERVICES	155
19.	TECHNICAL INFRASTRUCTURE SERVICES	160
20.	NETWORK INFRASTRUCTURE SERVICES	185
21.	APPLICATION SERVICES	197
22.	PROJECT DELIVERY MANAGEMENT	207
ANNEX 1	[REDACTED] SERVICE (WEB AND MOBILE APPLICATION)	211
ANNEX 2	- ENHANCED APPLICATION SERVICE REVIEWS AND REPORTS	214
ANNEX 3	- [REDACTED] STANDING DATA SELF SERVICE AND PRINT SELF SERVICE	216
ANNEX 4	- [REDACTED] DISPLAY SCREEN SOLUTION	220
ANNEX 5	- [REDACTED] S CALL-OFF DAYS	231
ANNEX 6	- [REDACTED]	234
ANNEX 7	- [REDACTED] LICENCES	237

Requirement No	Level	Requirement
		1. GLOSSARY OF TERMS
		PLEASE REFER TO SCHEDULE 1 FOR DEFINITIONS
		2. INTRODUCTION
		2.1 This schedule details the Application Maintenance Support (AMS) Services that shall be provided by the AMS Supplier to the Authority.
		2.2 The structure of this schedule is as follows:
		2.2.1 Section 3 describes the objectives for the AMS Supplier requirements within the FITS Programme;
		2.2.2 Section 4 describes, at a summary level, the scope of AMS Services;
		2.2.3 Section 5 describes the structure, function and purpose of the requirements, the significance of each of the levels in the requirements and the purpose of the columns in the requirements tables;
		2.2.4 Section 6 sets out general principles that need to underpin the AMS Supplier proposed solution to deliver the obligations set out in the requirements section;
		2.2.5 Section 7 provides details of the FITS strategic themes;

Requirement No	Level	Requirement
		2.2.6 Section 8 provides details of the FITS Target Operating Model (TOM) design principles for AMS;
		2.2.7 Sections 9 through 22 set out the requirements for the AMS Services; and
		2.2.8 The Annexes set out bespoke or non-standard requirements for certain elements of the AMS Services (the “Non-Standard AMS Services”). The Annexes to Schedule 2.1 are intended to provide additional detail regarding the Service Requirements for specific AMS Services. The parties acknowledge and agree that all of these AMS Services were in scope of the Exiting Contract immediately prior to the Effective Date, and that these AMS Services have not changed at the point of award of this Agreement. In the event that it becomes apparent that there are any omissions or errors within these Annexes, for example if any relevant details from the Exiting Contract changes that introduced or amended such AMS Services have not been incorporated in the Annexes, the parties agree that the Annexes will be amended accordingly via the Change Control Procedure without any impact on the Charges; and
		2.2.9 Annex 8 sets out the social value requirements.
		3. OBJECTIVES
		3.1 To define the scope of the AMS Supplier function in relation to the Other FITS Suppliers and the Authority that make up the FITS TOM.
		3.2 To provide a comprehensive list of requirements for the AMS Supplier within the Future IT Sourcing (FITS) Programme Target Operating Model (TOM) construct.

Requirement No	Level	Requirement
		3.3 To provide key information about the Authority's desired capabilities of an AMS Supplier.
		3.4 To establish responsibilities for the ongoing management and support of ICT Environments, systems and FITS Services, as defined in the FITS TOM.
		3.5 To support the establishment of the AMS Supplier proposed approach and formation of its strategy in managing the delivery of AMS Services under the AMS Supplier contract.
		4. SCOPE OF AMS SERVICES
		4.1 The AMS Supplier shall be responsible for the provision, management and support of AMS Services that achieve the agreed Service Level Targets. The scope of these responsibilities includes, but is not limited to:
		4.1.1 Support of the Authority's Business Application;
		4.1.2 Support of all Software products used in the delivery of the AMS Services;
		4.1.3 Provision and maintenance of an Application Directory that allows the User Administration and authorisation of End Users to Business Applications;
		4.1.4 Provision of Information Security Management service that will support confidentiality, availability and integrity of the AMS Services;
		4.1.5 Service Management functions that support the AMS Services and also to work and collaborate with other FITS Suppliers to deliver End to End Services;

Requirement No	Level	Requirement
		4.1.6 Maintenance, management and support of Business Applications in Non-Live Environments;
		4.1.7 Provision of consistent AMS lifecycle services that maintain the AMS Services at the appropriate Software and component version levels;
		4.1.8 Implementing and maintaining common configurations for software products;
		4.1.9 Provision of support for the End Users, including guides and documentation for specified Business Application;
		4.1.10 Working with the Other FITS Suppliers and Other Authority Providers to avoid service impacts to the End to End Services arising from Operational Change, Events or Incidents within the services provided by Other FITS Suppliers;
		4.1.11 Provision of programme, project and security management services for the elements of the End to End Service that are within the AMS Supplier's scope;
		4.1.12 Undertaking pro-active and corrective maintenance for Business Application, ensuring that all events, incidents and problems are resolved.
		5. STRUCTURE OF AMS REQUIREMENTS
		5.1 The AMS Supplier requirements are described in terms of a number of Levels specified at Level 0, 1, 2 and 3.

Requirement No	Level	Requirement
		5.1.1 Level 0 refers to the highest level of category e.g. ITIL service practice. levels 1 are the Service Lines and level 2 are process or function requirement headings of FITS Services to be provided e.g. level 1; Availability Management; level 2 Plan and Design Availability;
		5.1.2 Level 3 are the required obligations for each level 1 (category) and level 2 (sub category);
		5.1.3 All level 3 obligations are set out in the tables contain a unique reference number.
		5.1.4 The AMS Supplier shall perform all obligations set at level 3.
		6. GENERAL PRINCIPLES
		6.1 Within the requirements set out for the AMS Supplier, certain principles apply with regards to the obligations on the AMS Supplier, Other FITS Suppliers and the Authority.
		6.2 The Authority shall provide the Service Strategy detailing the required business outcomes, preferences and attributes and expectations for all FITS Services.
		6.3 The AMS Supplier shall identify in schedule 3.2 (Other Service Tower Responsibilities) all Dependencies on the Suppliers necessary for the successful delivery of the AMS Services under this Agreement including the development of and compliance with any Policies, Processes and Procedures for which the AMS Supplier is responsible.
		6.4 All services provided by the AMS Supplier shall include Documentation including, but not limited to, Policies, Procedures, Processes, Product Descriptions, detailed operational documentation, technical documentation and operational diagrams and workflows.

Requirement No	Level	Requirement
		6.5 The SIAM Supplier shall provide and maintain all ITIL and Service Management Policies, Processes and Procedures. The AMS Supplier shall support the SIAM Supplier where required by providing material to the SIAM Supplier where content has been created or maintained by the AMS Supplier.
		6.6 The Other FITS Suppliers shall be responsible for the production, management and maintenance of their own operational Processes and Procedures and shall ensure that the up to date operational Processes and Procedures are provided to the AMS Supplier via the SKMS.
		6.7 The Authority shall review and decide Approval as to the level, detail and scope of the Policies, Processes and Procedures provided by the AMS Supplier and will comply with these once agreed.
		6.8 The SIAM Supplier will monitor the compliance and address any non-compliance of the Suppliers and the Authority to the agreed Policies, Processes and Procedures provided by the SIAM Supplier.
		7. FITS STRATEGIC DESIGN THEMES
		7.1 The Authority has developed a number of themes which are at the core of its thinking in the design of the FITS Programme, the TOM and the FITS Services to be provided therein.

Requirement No	Level	Requirement
		<p>7.2 Providing a consistent user experience: Enables End Users to access their Business Applications and other ICT services from the most appropriate devices for their work setting, and from any Authority Site. As End Users move between different locations, including both Authority Sites and remote locations, their experience of their ICT services remains consistent, supporting more flexible accommodation and cross-functional work patterns. An increasing number of Business Applications and services can be securely accessed from non-Authority devices, supporting the increasing participation of other Agencies and the private sector in Authority business activities. End Users are encouraged to use self service facilities for everyday activities such as maintaining personal information, requesting new services and checking on service health. End Users have a single point of contact for all issues around ICT service through a one stop Service Desk, ensuring that their issues are effectively progressed and resolved, and provide realistic expectations of the impact of planned changes and unplanned events.</p>
		<p>7.3 Delivering better for less: FITS Service performance and availability are monitored from business identified transactions and major service consumption points. Service performance and recent historical levels are available from each Supplier. Incidents that threaten business service levels are rapidly and accurately diagnosed and mitigated – with Suppliers incentivised to work together irrespective of where the cause lies. A unified security management regime ensures that information risks are identified, managed appropriately. Suppliers are encouraged to bring innovation relevant to the Authority that may result in improved value for money through the adoption of new technology and the more efficient use of existing resources. Suppliers are working in partnership, to improve service offerings and reduce costs to the Authority. As End User populations and business volumes change, FITS Services are provided in line with the business capacity forecast. Resources and services are regarded ‘as a Service’ to ensure that predictable pricing models are used, and improved budgeting can be implemented.</p>

Requirement No	Level	Requirement
		7.4 Enabling business transformation: The Authority can take advantage of consistent, and strategically aligned, FITS Services to drive out efficiencies in their day to day business. Better interoperation across the Authority is enabling an increase in the use of video conferencing for hearings and meetings; increasing productivity and reducing security and transport costs. Common telephony, voice mail, instant messaging and document sharing facilities are improving the ability of the Authority to manage and communicate; and to explore and adopt new ways of working. The ability to access Business Applications and FITS Services from any Authority Site enables End Users to work flexibly and common business functions to be regrouped or devolved as needed to gain efficiencies. Throughout the change lifecycle, the Authority's information assurance functions works in tandem with the FITS Suppliers to ensure data confidentiality, integrity and availability is maintained - by completing thorough risk assessments and implementing a standard set of comprehensive controls, appropriate to the changes taking place.
		7.5 Aligned with financial governance: The Authority is paying for the FITS Services that it consumes, with usage information and costs available on a timely basis and presented in a form that is transparent and supports decision making in the business. A clear linkage can be established between FITS Service consumption and spend, incentivising the Authority to optimise utilisation of FITS Services and reduce any over-capacity. ICT costs are controlled and the Authority has sufficient historical and current information to understand financial trends alongside consumption trends for the FITS services. Retained organisation costs are regularly reviewed to ensure that the retained organisation is optimally organised to deliver End to End Services.
		7.6 Supporting cross-Government agenda: The Authority is involved in shaping and implementing Government ICT ideas, and in some areas is leading on behalf of a broader set of Government agencies. The Authority is taking advantage of commodity connectivity services through PSN and other commodity "cloud" based services available from other Government departments and commercial "cloud" solution providers.

Requirement No	Level	Requirement
		7.7 Maintaining business continuity through transition: The SIAM Supplier provides the FITS Transition Assurance Function (FTAF) as a central role between the Authority, exiting and new Suppliers. The AMS transition plans and activities evolve through careful due diligence, planning and agreement between exiting suppliers, Suppliers and the Authority. Transition risks will be identified, with potential business impacts associated with those risks having been understood and appropriate contingency measures to mitigate them have been put in place. The potential impact of transition on the Authority needs to be carefully researched, planned and executed and any transition activities will be agreed with the Authority. As the transition progresses, the new FITS Future Mode of Operation processes will be implemented and matured, and where existing suppliers have had longer run-off obligations, their service and delivery models have been adapted, by Authority agreement, to work effectively within the new operating model.
		8. FITS TOM DESIGN PRINCIPLES FOR AMS
		8.1 The overarching design aim for the AMS Supplier is to create standard, consistent and integrated services, with industrialised delivery methodologies that maximise business benefit and minimise business disruption.
		8.2 Implement the AMS components of the FITS Services in a modular and commoditised way, allowing for flexible and scalable FITS Services that can be updated and replaced with minimal disruption of End to End Services.
		8.3 Facilitate process efficiency by choosing automation over manual intervention and empowering the business to self-serve.
		8.4 Design the AMS infrastructure and the associated systems by maximising the contribution to the Greening Government initiative whilst minimising environmental impact.
		8.5 Deliver common services as described herein, which are easily accessible and consumable by the Authority, Suppliers and Other Authority Providers.

Requirement No	Level	Requirement
		8.6 Ensure that the business, its processes, and objectives are understood and considered when designing and delivering AMS Services to maximise alignment and implementation of business strategy.
		9. AMS SERVICES REQUIREMENTS
		9.1 Where L2 headings are used in the explanation of the L3 requirements, it is not the intention to observe these as Defined Terms as set out in schedule 1.
		9.2 Unless otherwise stated, all L3 requirements are within scope of the AMS Services and are mandatory in delivery of the AMS Services.
		9.3 Each L1 has a description of the types of service the Authority expects to be delivered within the L1 section. These are added to provide support and clarity. The L2 and L3 requirements form the commercial scope for the AMS Services.
		9.4 Words which have been capitalised within schedule 2.1 are described as Defined Terms and their definitions are contained within schedule 1 (Definitions) or are standard ITIL terms.
		9.5 Subject to paragraph 9.6, the AMS Supplier shall draw any conflict between any of the Service Requirements to the attention of the Authority and shall comply with the Authority's decision on the resolution of that conflict.
		9.6 In the event of any discrepancy between the L2 and L3 requirements set out in the tables in this schedule 2.1 (Service Requirements) and the narrative text which precedes those tables, the requirements set out in the tables shall prevail.
		10. GENERAL PRINCIPLES
		10.1 N/A

Requirement No	Level	Requirement
		10.1.1 N/A
01-0-0-001-05		NOT USED
01-0-0-002-05		NOT USED
01-0-0-003-05 (Common)		The AMS Supplier shall create a Sustainable ICT Improvement Plan, for any area where ICT maturity is assessed as being lower than level 3 against the HMG Green ICT Maturity Assessment Model, and shall be submitted to Authority within two (2) months of the AMS Supplier completing the assessment for Approval.
01-0-0-004-01		The AMS Supplier shall work and collaborate with the SIAM Supplier to create a Sustainability Report covering the previous six (6) months progress against applicable requirements and targets.
01-0-0-004-05		The AMS Supplier shall ensure that, unless otherwise agreed with the Authority, the AMS Services Documentation set is Approved by the Authority and, where appropriate agreed, with the SIAM Supplier, Other Suppliers as identified in the Dependencies Register and Other Authority Providers before a document is published.
01-0-0-005-05		The AMS Supplier shall publish Documentation in a suitable format in accordance with schedule 2.3 (Standards) and shall ensure that it is readily available to the Authority, Other Suppliers as identified in the Dependencies Register and Other Authority Providers as appropriate.
01-0-0-006-05		The AMS Supplier shall maintain the Approved AMS Services Documentation set and shall keep the documentation up-to-date throughout the Term of this Agreement.
01-0-0-007-05		NOT USED
01-0-0-008-05		NOT USED

Requirement No	Level	Requirement
01-0-0-009-05 (Common)		The AMS Supplier shall, unless otherwise agreed with the Authority, ensure that all solutions and solution components meet the functional needs of the Authority and comply with Open Standards where they exist.
01-0-0-010-05		NOT USED
01-0-0-011-05 (Common)		NOT USED
01-0-0-012-05		NOT USED
01-0-0-013-05 (Common)		The AMS Supplier shall create an annual Open Standards Alignment Report, and provide this to the Authority within thirty (30) Working Days of the anniversary of the Effective Date for Approval.
01-0-0-014-05		NOT USED
01-0-0-015-05		The AMS Supplier shall comply with and assist in audits of Documentation quality where requested by the SIAM Supplier or the Authority.
01-0-0-016-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Policies, Processes and Procedures and implement any required corrective action that has been Approved.
01-0-0-016-05		The AMS Supplier shall align and comply with the HM Government's ICT Strategy.
01-0-0-017-01		The AMS Supplier shall comply with and assist in audits of Documentation quality where requested by the SIAM Supplier or the Authority.
01-0-0-017-05		NOT USED
01-0-0-018-01		The AMS Supplier shall comply with the Policies, Processes and Procedures as defined by the SIAM Supplier.

Requirement No	Level	Requirement
01-0-0-018-05 (Common)		The AMS Supplier shall identify an appropriately qualified ICT sustainability SPoC and inform the Authority within two (2) months of the Effective Date. The ICT sustainability SPoC shall be responsible for all aspects of ICT related to the delivery of the AMS Service during the Term.
01-0-0-019-01		The AMS Supplier shall work and collaborate with the SIAM Supplier as required in defining the SIAM Supplier's Policies, Processes and Procedures for FITS Services.
01-0-0-019-05		The AMS Supplier shall consider the use of Open Source Software in accordance with the Cabinet Office's Open Source Procurement Toolkit in the delivery of the AMS Services. The AMS Supplier shall make available via the SKMS, a report demonstrating their conformance with the Cabinet Office's 'Assessment of Software for Government' model on an annual basis following the Effective Date.
01-0-0-020-01		The AMS Supplier shall provide and maintain Approved documentation for inclusion in the SIAM Supplier's SKMS.
01-0-0-020-05 (Common)		The AMS Supplier shall ensure continuity in the identified ICT sustainability SPoC throughout the Term.
01-0-0-021-05 (Common)		The AMS Supplier shall annually self-assess the maturity of the AMS Service using the HMG Green ICT Maturity Assessment Model and provide the findings to the Authority within thirty (30) Working Days of the anniversary of the Effective Date.
01-0-0-022-05		NOT USED
		11. SERVICE STRATEGY
		11.1 Demand Management

Requirement No	Level	Requirement
		11.1.1 Demand Management is a critical activity within Service Management. Demand Management aims to manage the uncertainty in business demand for FITS Services and ensure the appropriate capacity of a FITS Service is available as and when required by the Authority.
		11.1.2 The Demand Management process aims to understand the Authority's consumption levels for FITS Services and how these vary over the business cycle, with the aim of ensuring the provision of an appropriate level of service to support the Authority's need.
		11.1.3 The benefit of effective Demand Management is:
		(a) The design for services is optimised to meet the Patterns of Business Activity (PBA) they support;
		(b) Effective management of the FITS Service Catalogue by mapping demand to appropriate FITS Services;
		(c) Informs investment decisions in the management of the Service Portfolio;
		(d) Informs resource scheduling and management; and
		11.1.4 The Service Requirements for Demand Management are listed below:
	2	General Requirements
02-01-01-001-05		NOT USED

Requirement No	Level	Requirement
02-01-01-002-05		The AMS Supplier shall work and collaborate with the Other Suppliers as identified in the Dependencies Register, in order to provide its Demand Management service in accordance with the SIAM Supplier's Demand Management Policies, Processes and Procedures.
02-01-01-003-05		NOT USED
02-01-01-004-05		<p>The AMS Supplier shall either:</p> <ul style="list-style-type: none"> i) Utilise the SIAM Supplier's Demand Management System; or ii) Implement a Demand Management System that supports the SIAM Supplier's Demand Management Policies, Processes and Procedures and interfaces with the SIAM Supplier's Demand Management System.
02-01-01-007-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Demand Management Policies, Processes and Procedures.
02-01-01-012-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Demand Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
02-01-01-014-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's Demand Management Policies, Processes and Procedures.
02-01-01-015-01		The AMS Supplier shall provide Demand Management for AMS Services in accordance with the SIAM Supplier's Demand Management Policies, Processes and Procedures.
	2	Analyse and Understand Patterns of Business Activity

Requirement No	Level	Requirement
02-01-02-004-01		The AMS Supplier shall support the SIAM Supplier in performing service activity based analysis.
	2	Define, match and report on User Profiles
02-01-03-003-01		The AMS Supplier shall support the SIAM Supplier to compile FITS Service forecasts for each Service Reporting Period.
	2	Develop Service Packages
02-01-04-002-01		The AMS Supplier shall support the SIAM Supplier in making recommendations on changes or improvements to the composition of Service Package for FITS Services, including appropriate Service Levels.
		11.2 Financial Management
		11.2.1 The Financial Management process shall provide the Authority with the quantification of the value of all FITS Services provided by the Suppliers and consumed by the Authority in financial terms.
		11.2.2 The Financial Management service is required to ensure that the Authority only pays for the FITS Services it consumes or is obligated to pay for in line with appropriate commercial agreements.
		11.2.3 The benefit of Financial Management is that it helps and supports the Authority in being able to:
		(a) Inform decision making to enable the achievement of stated ICT 'run and maintain' savings;
		(b) Determine the size, scope and complexity of the Service Portfolio;
		(c) Ensures financial compliance and control;

Requirement No	Level	Requirement
		(d) Apportion charges appropriately;
		(e) Maintain operational cost control; and
		(f) Conduct service lifecycle investment analysis.
		11.2.4 The Service Requirements for Financial Management are listed below:
	2	General Requirements
02-02-01-001-05		The AMS Supplier shall provide Financial Management for AMS Service in accordance with the Authority's Financial Management Policies, Processes and Procedures.
02-02-01-002-05		<p>The AMS Supplier shall either:</p> <p>(i) Utilise the SIAM Supplier's Financial Management system; or</p> <p>(ii) Implement their own Financial Management system ensuring that it integrates with the SIAM Supplier's Financial Management system so that it supports the SIAM Supplier's Financial Management Process, via the SIAM Supplier's standard interface.</p>
02-02-01-003-05		NOT USED
02-02-01-004-01		The AMS Supplier shall comply with the Authority's Financial Management Policies, Processes and Procedures.
02-02-01-005-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the Authority's Financial Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.

Requirement No	Level	Requirement
	2	Validate Service Consumption
02-02-02-001-05		NOT USED
02-02-02-003-01		The AMS Supplier shall provide all relevant FITS Services consumption information to the SIAM Supplier in accordance with the Authority's Financial Management Policies, Processes and Procedures in order that FITS Services usage can be verified by the SIAM Supplier.
02-02-02-004-01		In accordance with the Authority's Financial Management Policies, Processes and Procedures, the AMS Supplier shall provide all relevant FITS Services consumption information and any applicable Service Credits Points to the Authority, after validation by the SIAM Supplier, to support their invoices.
02-02-02-006-01		In the event that the SIAM Supplier identifies discrepancies between the FITS Services consumption information and any applicable Service Credit Points, provided by the FITS Supplier, the AMS Supplier shall work and collaborate with the SIAM Supplier to resolve such discrepancies.
	2	Forecasting and Business Case support
02-02-03-003-01		The AMS Supplier shall provide relevant financial information in a timely manner to input into detailed Business Cases for proposed Changes to FITS Services.
02-02-03-005-01		The AMS Supplier shall support the SIAM Supplier with financial forecasting in respect of the FITS Services in support of the Authority's budgeting process.
	2	Request to Pay
02-02-04-003-01		The AMS Supplier shall support the Policies, Processes and Procedures developed by the SIAM Supplier in the requisitioning of FITS Services in the fulfilment of FITS Service Catalogue Service Requests.
		11.3 Service Portfolio Management

Requirement No	Level	Requirement
		11.3.1 Service Portfolio Management is the process responsible for managing the Service Portfolio and ensuring that business value is achieved across all FITS Services provided to the Authority.
		11.3.2 Service Portfolio Management provides the overall governance in the identification, provision of, delivery and retirement of FITS Services provided by the FITS Suppliers. The AMS Supplier will work with the Authority and the SIAM provider in providing the Service Portfolio service and will identify and present to the Authority suggestions for the aggregation, improvement, refresh and retirement of FITS Services.
		11.3.3 The benefit of Service Portfolio Management to the Authority is demonstrated through the ability to anticipate change while maintaining traceability to the Authority's overarching ICT strategy and planning by:
		(a) Providing the means to characterise service investments; and
		(b) Providing an essential link between business portfolio management (demand pipeline) and IT project and programme portfolio management.
		11.3.4 The Service Requirements for Service Portfolio Management are listed below:
	2	General Requirements
02-03-01-001-05		NOT USED
02-03-01-002-05		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's Service Portfolio Management Policies, Processes and Procedures.
02-03-01-003-05		NOT USED

Requirement No	Level	Requirement
02-03-01-004-05		<p>The AMS Supplier shall either:</p> <p>(i) Utilise the SIAM Supplier's Service Portfolio Management System; or</p> <p>(ii) Implement a Service Portfolio Management System that supports the SIAM Supplier's Service Portfolio Management Policies, Processes and Procedures and interfaces with the SIAM Supplier's Service Portfolio Management System.</p>
02-03-01-007-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Service Portfolio Policies, Processes and Procedures.
02-03-01-008-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Service Portfolio Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
02-03-01-009-01		The AMS Supplier shall provide Service Portfolio Management for AMS Services in accordance with the SIAM Supplier's Service Portfolio Management Policies, Processes and Procedures.
02-03-01-010-01		The AMS Supplier shall, upon commissioning new AMS Services, document the new AMS Service and publish in the SIAM Supplier's SKMS within one (1) Month.
	2	Define the Cross Tower Service Portfolio
02-03-02-002-01		The AMS Supplier shall produce, maintain and provide to the SIAM Supplier details of the Service Portfolio for the FITS Services they provide.
		11.4 Risk Management

Requirement No	Level	Requirement
		11.4.1 The Risk Management process needs to be aligned with the Authority's strategic risk management approach and contain the following steps across the Service Management Lifecycle.
		(a) Identification and assessment of exposure to risk and subsequent impacts;
		(b) Application of appropriate controls to manage exposure and impact;
		(c) Ensure communication of mitigating actions; and
		(d) Management of risk is performed within a transparent, repeatable and consistent process.
		11.4.2 Risk Management supports the decision making process by being able to accurately assess risks and the associated impacts and potential benefits of actions in relation to the ability to support and deliver FITS Services.
		11.4.3 Effective Risk Management enables the identification of positive and negative risks to be analysed and a course of action to be determined based on value and impact to the Service Management Lifecycle, ensuring that the best possible outcome can be achieved.
		11.4.4 The Service Requirements for Risk Management are listed below:
	2	General Requirements
02-04-01-001-05		NOT USED
02-04-01-002-05		NOT USED

Requirement No	Level	Requirement
02-04-01-003-05		NOT USED
02-04-01-007-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Risk Management Policies, Processes and Procedures.
02-04-01-012-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Risk Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
02-04-01-013-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's Risk Management Policies, Processes and Procedures.
02-04-01-014-01		The AMS Supplier shall provide Risk Management for AMS Services in accordance with the SIAM Supplier's Risk Management Policies, Processes and Procedures.
	2	Risk Identification and Capture
02-04-02-002-01		The AMS Supplier shall support the SIAM Supplier in the identification, analysis and management of risks across the Service Delivery Lifecycle in accordance with the SIAM Supplier's Risk Management Policies, Processes and Procedures.
02-04-02-005-01		The AMS Supplier and Other Authority Providers shall support the SIAM Supplier in making Risk Management information available to the Authority.
	2	Risk Monitoring
02-04-03-002-01		The AMS Supplier shall conduct proactive monitoring to identify any emergent risk to the provision of FITS Services and where possible End to End Services and report these immediately to the SIAM Supplier.
	2	Risk Reporting

Requirement No	Level	Requirement
02-04-04-003-01		The AMS Supplier shall attend risk review boards, develop and manage risk action plans and recommend to the SIAM Supplier appropriate measures to mitigate any risk identified.
02-04-04-007-01		Where requested by the SIAM Supplier, the AMS Supplier shall implement the measures identified in answer to an emerging risk which has been Approved by the Authority within twenty [20] Working Days of Approval being granted.
		12. SERVICE DESIGN
		12.1 The purpose of the Service Design phase is to ensure that the design and development of FITS Services, both new and existing, deliver value to the Authority.
		12.2 Availability Management
		12.2.1 The service should include the following steps in the Availability Management lifecycle:
		(a) Design for availability;
		(b) Monitor, measure and report availability; and
		(c) Manage risk to availability.
		12.2.2 The purpose of Availability Management is to define, analyse, plan, measure and improve all aspects of the availability of ICT environments, systems and services. Availability Management is responsible for ensuring that all IT infrastructures, processes, tools and resources are appropriate for the agreed availability targets.

Requirement No	Level	Requirement
		12.2.3 The benefit of Availability Management is that the process ensures that the availability of systems and services matches the evolving agreed needs of the business. The availability and reliability of ICT environments, systems and services can directly influence customer satisfaction and the reputation of the business.
		12.2.4 The Service Requirements for Availability Management are listed below:
	2	General Requirements
03-01-01-001-05		<p>The AMS Supplier shall either:</p> <p>(i) Utilise the SIAM Supplier's Availability Management system; or</p> <p>(ii) Implement their own Availability Management system ensuring that it integrates with the SIAM Supplier's Availability Management system so that it supports the SIAM Supplier's Availability Management Process, via the SIAM Supplier's standard interface.</p>
03-01-01-002-05		NOT USED
03-01-01-003-05		NOT USED
03-01-01-004-05		NOT USED
03-01-01-005-05		NOT USED

Requirement No	Level	Requirement
03-01-01-009-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Availability Management Policies, Processes and Procedures.
03-01-01-015-01		The AMS Supplier shall ensure that any AMIS that they use interfaces effectively with the cross tower AMIS provided by the SIAM Supplier in accordance with the SIAM Supplier's Availability Management Policies, Processes and Procedures.
03-01-01-016-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Availability Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
03-01-01-017-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's Availability Management Policies, Processes and Procedures.
03-01-01-018-01		The AMS Supplier shall provide Availability Management for AMS Services in accordance with the SIAM Supplier's Availability Management Policies, Processes and Procedures.
	2	Plan and Design Availability
03-01-02-003-01		The AMS Supplier shall provide and deliver the FITS Services to the agreed availability, design criteria and Service Levels, for Future Services or changed AMS Service in accordance with the Change Control Process.
03-01-02-006-01		The AMS Supplier shall support the SIAM Supplier in producing and updating the Availability Plan every Service Reporting Period in accordance with the SIAM Supplier's Availability Management Policies, Processes and Procedures.
	2	Assess and Manage Risk to Availability
03-01-03-002-01		The AMS Supplier shall actively participate in availability risk reviews carried out on the FITS Services by the SIAM Supplier.

Requirement No	Level	Requirement
	2	Monitor, Measure, Analyse, Report, and Review Availability
03-01-04-002-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in accordance with the SIAM Supplier's Availability Management Policies, Processes and Procedures to schedule and manage any Planned Outages in order to minimise disruption to normal business operations.
03-01-04-005-01		The AMS Supplier shall provide to the SIAM Supplier the Projected Service Outage information in accordance with the SIAM Supplier's Availability Management Policies, Processes and Procedures.
03-01-04-011-01		The AMS Supplier shall provide Availability data to the SIAM Suppliers via the Availability Management and Information System in accordance with the SIAM Supplier's Availability Management Policies, Processes and Procedures.
03-01-04-014-01		The AMS Supplier shall gather, and deliver, to the SIAM Supplier the data as defined in the SIAM Supplier's Availability Management Policies, Processes and Procedures.
	2	Investigate and Implement Measures to Improve Availability Performance
03-01-05-002-01		The AMS Supplier shall produce for the SIAM Supplier Component Failure Incident Analysis information within each Service Measurement Period in accordance with the SIAM Supplier's Availability Management Policies, Processes and Procedures and propose to the SIAM Supplier possible mitigation actions to avoid future degradation of the availability of FITS Services or components thereof.
		12.3 Capacity Management
		12.3.1 The service should provide the following sub processes within the Capacity Management Lifecycle:
		(a) AMS Services Capacity Management;
		(b) AMS Services Capacity Management Reporting.

Requirement No	Level	Requirement
		12.3.2 The purpose of Capacity Management is to ensure that the capacity of FITS Services and the supporting ICT environment, systems and services is able to deliver the agreed Service Levels, Service Level Targets and Key Performance Indicators in an efficient and timely manner.
		12.3.3 The benefit of Capacity Management is that it is responsible for ensuring that resources are planned and scheduled to provide a consistent level of service that is matched to the current and future needs of the Authority. Capacity Management provides a Capacity Plan that outlines the resources needed to support the required business outcomes.
		12.3.4 The Service Requirements for Capacity Management are listed below:
	2	General Requirements
03-02-01-001-05		NOT USED
03-02-01-002-05		NOT USED
03-02-01-003-05		NOT USED

Requirement No	Level	Requirement
03-02-01-004-05		<p>The AMS Supplier shall either:</p> <p>(i) Utilise the SIAM Supplier's Capacity Management System; or</p> <p>(ii) Implement a Capacity Management System that supports the SIAM Supplier's Capacity Management Policies, Processes and Procedures and interfaces with the SIAM Supplier's Capacity Management System.</p>
03-02-01-005-05		NOT USED
03-02-01-009-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Capacity Management Policies, Processes and Procedures.
03-02-01-015-01		The AMS Supplier shall support the SIAM Supplier in the production and maintenance of a FITS Capacity Plan by providing the SIAM Supplier with Capacity Plans for the FITS Services and components thereof they are providing.
03-02-01-018-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Capacity Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
03-02-01-019-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in the production, maintenance, review and subsequent implementation of any agreed corrective action(s) to the Capacity Plan(s), in accordance with the SIAM Supplier's Capacity Management Policies, Processes and Procedures.
03-02-01-020-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's Capacity Management Policies, Processes and Procedures.

Requirement No	Level	Requirement
03-02-01-021-01		The AMS Supplier shall provide Capacity Management for AMS Services in accordance with the SIAM Supplier's Capacity Management Policies, Processes and Procedures.
	2	Review Current Capacity
03-02-02-008-01		<p>Following receipt of the Quarterly Business Forecast from the SIAM Supplier, and in accordance with the SIAM Supplier's Capacity Management Policies, Processes and Procedures, the AMS Supplier shall:</p> <p>(i) Update their respective Capacity Plan to include those future volumes; and</p> <p>(ii) Submit their Capacity Plan to the SIAM Supplier.</p>
03-02-02-010-01		The AMS Supplier and Other Authority Providers shall provide Capacity information required by the SIAM Supplier for inclusion into the FITS CMIS.
	2	Assess and Document Capacity Requirements
03-02-03-003-01		The AMS Supplier shall support the SIAM Supplier to model any proposed Change and the consumption trends in the FITS Services in order to identify any Change that needs to be made to current FITS Services or components thereof to ensure that the Service Levels, are achieved.
03-02-03-006-01		The AMS Supplier shall manage the availability of appropriate resource units to meet the predicted demands to the FITS Services
03-02-03-008-01		The AMS Supplier shall support the SIAM Supplier in monitoring the FITS Services against the agreed Capacity thresholds.
03-02-03-010-01		The AMS Supplier shall monitor the FITS Services for which they are responsible, as agreed with the Authority against the agreed Capacity thresholds and notify the SIAM Supplier as soon as they become aware of any Capacity issues or potential Capacity issues.

Requirement No	Level	Requirement
03-02-03-012-01		The AMS Supplier shall continually monitor and optimise Capacity by increasing or decreasing Capacity in accordance with the SIAM Supplier's Capacity Management Policies, Processes and Procedures in order for the FITS Services to maintain the operation of the FITS Services in accordance with schedule 2.2 (Service Performance Management).
03-02-03-013-01		The AMS Supplier shall produce and submit a Capacity Report for the FITS Services they are providing to the SIAM Supplier in accordance with the SIAM Supplier's Capacity Management Policies, Processes and Procedures for each Service Reporting Period comparing the actual volumes provided against the volumes forecasted in their Capacity Plan.
03-02-03-016-01		The AMS Supplier shall produce and submit to the SIAM Supplier a Quarterly Capacity Plan as advised by the SIAM Supplier and in accordance with the SIAM Supplier's Capacity Management Policies, Processes and Procedures.
		12.4 IT Service Continuity Management
		12.4.1 IT Service Continuity Management (ITSCM) shall support the overall Authority's Business Continuity Management process by ensuring that the required IT technical and service facilities (including computer systems, networks, applications, data repositories, telecommunications, environment, technical support and Service Desk) can be resumed within required and agreed business timescales.
		12.4.2 ITSCM shall support the Authority's Business Continuity planning process and ensure that the recovery arrangements for designated FITS Services and components thereof are aligned to identified and agreed business impacts, risks and needs.

Requirement No	Level	Requirement
		12.4.3 ITSCM manages the risks that could materially impact the performance and availability of the FITS Services as part of the End to End Services. ITSCM ensures that FITS Services can be provided in accordance with agreed Service Levels.
		12.4.4 The Service Requirements for IT Service Continuity Management are listed below:
	2	General Requirements
03-03-01-001-05		NOT USED
03-03-01-002-05		NOT USED
03-03-01-003-02		The AMS Supplier shall ensure that AMS Services where agreed are available at nominated Authority Sites as identified in the Master Site List in business continuity situations where connectivity to the Data Centre Facilities is unavailable unless otherwise agreed with the Authority.
03-03-01-003-05		The AMS Supplier shall ensure that AMS Services where agreed are available at nominated Authority Sites as identified in the Master Site List and the Master Application List in an event leading to Business Application being unavailable as per the Business Continuity Plan.
03-03-01-009-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's ITSC Management Policies, Processes and Procedures.
		The Authority intends to review the AMS Supplier's ITSCM Plan following the Effective Date, including any DR Plans for individual Applications, to determine if such ITSCM Plan aligns with those of other Suppliers engaged in the provision of the end-to-end service to the Authority. The AMS Supplier shall cooperate with that review and use reasonable endeavours to provide support to the Authority.

Requirement No	Level	Requirement
03-03-01-017-01		The AMS Supplier shall provide the SIAM Supplier with a Single Point of Contact for the ITSCM Plan and provide an escalation process with full contact details. The Single Point of Contact shall be identified as Vice President Consulting - Delivery as set out in schedule 9.2 (Key Personnel).
03-03-01-022-01		The AMS Supplier shall support the ITSCM planning process ensuring its ITSCM Plan aligns to the SIAM Supplier's ITSCM Plan.
03-03-01-025-01		The AMS Supplier shall develop and maintain an up-to-date ITSCM Plan, including any DR Plans for individual Applications, for the AMS Services they provide that is consistent and conformant with the SIAM Suppliers ITSCM Plan, and provide a copy of its ITSCM Plan, including DR Plans for individual Applications, to the SIAM Supplier in accordance with the ITSCM Policies, Processes and Procedures.
03-03-01-028-01		The AMS Supplier shall provide ITSC Awareness and Training for all their ITSCM related personnel within three (3) months of the Effective Date.
03-03-01-029-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non-compliance with the SIAM Supplier's ITSCM Policies, Processes and Procedures and implement any required corrective action that has been Approved.
03-03-01-030-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's ITSCM Policies, Processes and Procedures.
03-03-01-031-01		NOT USED
03-03-01-032-01		The AMS Supplier shall specify the Standards to which their ITSCM Plan conforms.
	2	Determine Requirements for ITSC Plans
03-03-02-005-01		The AMS Supplier shall ensure that all Business Impact Analysis communicated by the SIAM Supplier is factored into their ITSC Plan(s) for the FITS Services they provide.

Requirement No	Level	Requirement
03-03-02-008-01		The AMS Supplier shall support the SIAM Supplier in undertaking an annual review, or a review post invocation, of the ITSCM Plan and associated processes.
	2	Make Updates to the ITSCM Plan
		Not applicable to AMS
	2	ITSCM Testing
03-03-04-001-05		NOT USED
03-03-04-003-01		The AMS Supplier shall participate in the ITSCM Test exercise regime and undertake the relevant activities in compliance with the ITSCM Test Schedule.
03-03-04-007-01		The AMS Supplier shall review the draft ITSCM Test Schedule provided by the SIAM Supplier and shall submit information and assistance as required by the SIAM Supplier.
03-03-04-008-01		The AMS Supplier shall comply with the ITSCM Test Schedule and the ITSC Management Policies, Processes and Procedures at all times.
03-03-04-009-01		NOT USED
03-03-04-010-01A		Within 60 days of the date of this Agreement, the Authority and the AMS Supplier shall work together to determine a strategy for the frequency of testing of DR Plans and determine the Business Applications that shall be subject to DR Plan testing. As part of that, the parties shall review the Charges for the testing of DR Plans.
03-03-04-011-01		The AMS Supplier shall support the SIAM Supplier in the planning, implementation, execution and closure of ITSC test events in accordance with the SIAM Supplier's ITSCM Testing Schedule and the SIAM Supplier's ITSCM Policies, Processes and Procedures.

Requirement No	Level	Requirement
03-03-04-012-01		The AMS Supplier shall issue a post-test report to the Authority within 20 Working Days of each test, together with remediation plans including a possible retest to resolve failed tests.
	2	ITSCM Plan Invocation
03-03-05-001-05		On notification of an ITSC Event, the AMS Supplier shall provide information, guidance and assistance in the SIAM Supplier's Planning of actions required to restore normal service.
03-03-05-003-01		The AMS Supplier shall define with the SIAM Supplier clear and unambiguous triggers and closure points relating to ITSC Events.
03-03-05-005-01		The AMS Supplier shall notify the SIAM Supplier of the occurrence of any ITSC Event and shall provide formal recommendations for invoking the relevant ITSC Plan(s) including DR Plans for individual Applications, to ensure that AMS Services are delivered with the agreed recovery objectives and in accordance with schedule 2.2 (Service Performance Management).
03-03-05-009-01		Following notice from the SIAM Supplier that it requires an ITSC Plan(s), including relevant DR Plans for individual Applications, to be invoked, the AMS Supplier shall comply and immediately launch the applicable ITSC Plan(s).
03-03-05-012-01		Following the agreed closure of an ITSC Event, the AMS Supplier involved in the execution of the ITSC Plan shall provide the SIAM Supplier with such information, guidance and assistance as may be reasonably requested by the SIAM Supplier to support in the production of the ITSC Event Report.
	2	ITSCM Reviews
03-03-06-001-05		NOT USED

Requirement No	Level	Requirement
03-03-06-002-01		The AMS Supplier shall review and update its ITSCM Plan, including any DR Plans for individual Applications, on at least an annual basis, and immediately following any live or test invocation where lessons learned need to be reflected.
03-03-06-004-01		The AMS Supplier shall proactively monitor the AMS Services, report and propose actions, as soon as is reasonably practical, to the SIAM Supplier on identified emerging risks to the continuity of the provision of the AMS Services.
		12.5 Service Catalogue Management
		12.5.1 Service Catalogue Management provides a single source of consistent information on all the FITS Services.
		12.5.2 The Service Catalogue Management process shall ensure that the Authority has an accurate FITS Service Catalogue produced and maintained, for all operational services and those being prepared to be run operationally from across the FITS Suppliers.
		12.5.3 Service Catalogue Management shall provide a central source of information on the FITS Services delivered by all FITS Suppliers. The catalogue shall monitor that all areas of the business can view an accurate, consistent picture of all the FITS Services available. It shall contain both an outwardly customer-facing view of the FITS Services available and an internal ICT delivery facing view. Views shall need to be created that show how FITS Services are consumed, the business processes they enable, and the levels and quality of service that can be expected.
		12.5.4 The Service Requirements for Service Catalogue Management are listed below:

Requirement No	Level	Requirement
	2	General Requirements
03-04-01-001-05		NOT USED
03-04-01-002-05		<p>The AMS Supplier shall either:</p> <p>i) Utilise the SIAM Supplier's Service Catalogue Management System; or</p> <p>ii) Implement a Service Catalogue Management System that supports the SIAM Supplier's Service Catalogue Management Policies, Processes and Procedures and interfaces with the SIAM Supplier's Service Catalogue Management System.</p>
03-04-01-003-05		The AMS Supplier shall make available all AMS Services through the FITS Service Catalogue.
03-04-01-009-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Service Catalogue Management Policies, Processes and Procedures.
03-04-01-014-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Service Catalogue Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
03-04-01-015-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's Service Catalogue Management Policies, Processes and Procedures.
03-04-01-016-01		The AMS Supplier shall provide Service Catalogue Management for AMS Services in accordance with the SIAM Supplier's Service Catalogue Management Policies, Processes and Procedures.

Requirement No	Level	Requirement
		The AMS Supplier shall provide Service Catalogue items detailed in the Service Catalogue workbook of the Financial Model, incorporated into the Agreement through CR752.
	2	Agree Service Content and Definition
03-04-02-002-01		The AMS Supplier shall update and contribute to the production of the FITS Service Catalogue.
	2	Manage and Maintain the service Catalogue
03-04-03-001-05		NOT USED
03-04-03-002-01		The AMS Supplier shall maintain their elements of the FITS Service Catalogue in accordance with the SIAM Supplier's Service Portfolio Management, Change and Evaluation Management and Request Fulfilment Policies, Processes and Procedures to ensure that they are always current with the FITS Services.
03-04-03-002-05		NOT USED
03-04-03-007-01		The AMS Supplier shall support the development and maintenance of a subset of the FITS Service Catalogue so that it is available to all Authority End Users.
03-04-03-012-01		The AMS Supplier shall agree and document Service Definitions and all relevant documentation (as detailed in the SIAM Supplier's Service Catalogue Management Policies, Processes and Procedures) with the SIAM Supplier for FITS Services and components thereof listed in their Service Catalogue.
03-04-03-014-01		The AMS Supplier shall ensure that all FITS Services and components thereof listed in their Service Catalogue have appropriate Service Assets and Configuration Items (CIs) identified within the Configuration Management System managed by the SIAM Supplier.

Requirement No	Level	Requirement
03-04-03-017-01		The AMS Supplier shall correct any inaccuracies in the AMS Supplier's Services, elements or components thereof, within the FITS Service Catalogue that may be identified by the SIAM Supplier in accordance with SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures.
		12.6 Service Level Management
		12.6.1 The Service Level Management process ensures that the agreed level of service is provided for all FITS Services and that all future FITS Services are delivered to agreed achievable targets. Service Level Management shall demonstrate the following steps within the Service Level Management lifecycle:
		(a) Design and development of Service Levels and Service Level Targets for all FITS Services provided by all FITS Suppliers and Collaborating Suppliers;
		(b) Analyse, determine, document and agree business requirements for a FITS Service and produce and document Service Level Requirements for Approval by the Authority;
		(c) Ensure that appropriate arrangements are agreed and implemented that support the provision of FITS Services to agreed Service Levels, Service Level Targets and Key Performance Indicators and that these are aligned and consistent with those set out in schedule 2.2 (Service Performance Management) and the Master Services Agreement (MSA);
		(d) Implement Service Level Agreements upon Approval;
		(e) Monitor FITS Service performance against Service Level Agreements and produce and communicate regular performance reports; and
		(f) Perform regular FITS Service reviews.

Requirement No	Level	Requirement
		12.6.2 Service Level Management is a vital process responsible for ensuring that:
		(a) Negotiated and agreed Service Levels for FITS Services from all FITS Suppliers and Collaborating Suppliers are satisfactorily met;
		(b) Back to back arrangements between FITS Suppliers, Collaborating Suppliers and Other Authority Providers and supporting ITSM processes are appropriate and proportionate for the agreed Service Levels;
		(c) Monitoring and reporting on Service Levels is performed; and
		(d) The Authority is regularly informed and engaged on performance of all Service Levels.
		12.6.3 Service Level Management shall provide a consistent interface to the Authority for all FITS Service-related issues. It shall provide the Authority with the agreed Service Levels and the required management information to monitor that those targets have been met. Where targets are breached, Service Level Management should provide feedback on the cause of the breach and details of the actions taken to prevent the breach from reoccurring, thus providing a reliable communication channel and trusted relationship with the Authority representatives.
		12.6.4 The Service Requirements for Service Level Management are listed below:
	2	General Requirements
03-05-01-001-05		NOT USED

Requirement No	Level	Requirement
03-05-01-002-05		The AMS Supplier shall ensure that it delivers AMS Service that are in accordance with the Service Levels as defined in schedule 2.2 (Service Performance Management).
03-05-01-003-05		NOT USED
03-05-01-004-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Service Level Policies, Processes and Procedures.
03-05-01-004-05		<p>The AMS Supplier shall either:</p> <p>(i) Utilise the SIAM Supplier's Service Level Management System; or</p> <p>(ii) Implement a Service Level Management System that supports the SIAM Supplier's Service Level Management Policies, Processes and Procedures and interfaces with the SIAM Supplier's Service Level Management System.</p>
03-05-01-007-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Service Level Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
03-05-01-008-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's Service Level Management Policies, Processes and Procedures.
03-05-01-009-01		The AMS Supplier shall provide Service Level Management for AMS Services in accordance with the SIAM Supplier's Service Level Management Policies, Processes and Procedures.
	2	Future Services

Requirement No	Level	Requirement
03-05-02-002-01		The AMS Supplier shall provide and deliver the FITS Services to the agreed availability, design criteria and Service Levels for Future Services or changed FITS Services in accordance with the Change Control Process.
03-05-02-005-01		The AMS Supplier shall support the SIAM Supplier in managing, monitoring, measuring and reporting on the performance of their respective Service Levels.
03-05-02-011-01		The AMS Supplier shall support the SIAM Supplier to ensure that all Service Levels are met in accordance with the Service Levels set out in schedule 2.2 (Service Performance Management) and the MSA.
	2	Document and Agree Service Levels
03-05-03-002-01		The AMS Supplier shall support the SIAM Supplier in the creation of Service Levels for FITS Services and where possible End to End Services.
	2	Activate Service Level Agreements
03-05-04-004-01		The AMS Supplier shall capture, collate and make available to the SIAM Supplier all information relevant to Service Levels for the FITS Services they provide in accordance with schedule 2.2 (Service Performance Management) and the MSA and to make this information available to the SIAM Supplier both in real time and as per the Service Reporting Period set out in schedule 2.2 (Service Performance Management).
	2	Agree Reporting Framework
03-05-05-005-01		The AMS Supplier shall support the SIAM Supplier in the analysis of data in provision of performance measurement information
03-05-05-008-01		The AMS Supplier shall support the SIAM Supplier in reviewing failures and/or threatened breaches of Service Levels for FITS Services, and agree the content of an Exception Report including a proposed Recovery Plan in accordance with the requirements set out in schedule 2.2 (Service Performance Management).

Requirement No	Level	Requirement
03-05-05-010-01		The AMS Supplier shall support the SIAM Supplier in the development of a Systems of Measurement Reference Document for all FITS Services that contribute to the Service Levels as specified in schedule 2.2 (Service Performance Management).
03-05-05-013-01		The AMS Supplier shall attend monthly FITS Service reviews managed by the SIAM Supplier at any Authority designated location on request with no less than one (1) week notice, to assess and review performance of FITS Services against performance criteria set out in schedule 2.2 (Service Performance Management) and the MSA.
		12.7 Supplier Management
		12.7.1 The Supplier Management requirements contain the responsibilities of the AMS Supplier in support of the Authority in the monitoring and reviewing the performance and engagement of all FITS Suppliers in complying with obligations to the Policies, Processes and Procedures set down by the SIAM Supplier and their contracted obligations agreed with the Authority.
		12.7.2 The main objectives for the Supplier Management process are:
		(a) Work with Suppliers to ensure conformance and adherence to agreed Policies and Procedures;
		(b) Manage the take on of new suppliers, Other Authority Providers and the AMS Suppliers sub contractors;
		(c) Manage the non compliance to Policies, Processes and Procedures by any Supplier;
		(d) Manage the day-to-day operational relationship with Suppliers, Other FITS Suppliers and Collaborating Suppliers;

Requirement No	Level	Requirement
		(e) Conduct regular performance reviews with Suppliers, Other FITS Suppliers and Collaborating Suppliers;
		(f) Provide an interface for formal communications from all Suppliers and the Authority.
		12.7.3 This is a valuable process to the Authority as it ensures that the day to day engagement with the Suppliers is managed to ensure that all suppliers operate to a common understanding and performance level.
		12.7.4 The Service Requirements for Supplier Management are listed below:
	2	General Requirements
03-06-01-001-05		NOT USED
03-06-01-002-05		NOT USED
03-06-01-003-01		The AMS Supplier shall work and collaborate with Other FITS Suppliers and support the SIAM Supplier in delivering the FITS Services in compliance with the Service Levels set out in schedule 2.2 (Service Performance Management) and the Master Services Agreement.
03-06-01-003-05		NOT USED
03-06-01-004-05		NOT USED
03-06-01-009-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Supplier Management Policies, Processes and Procedures.

Requirement No	Level	Requirement
03-06-01-015-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Supplier Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
03-06-01-016-01		The AMS Supplier shall provide Supplier Management for AMS Services in accordance with the SIAM Supplier's Supplier Management Policies, Processes and Procedures.
03-06-01-017-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's Supplier Management Policies, Processes and Procedures.
	2	Management of the FITS Services Framework
03-06-02-007-01		The AMS Supplier shall provide all relevant information and support to the SIAM Supplier on FITS Services, agreed standards and performance targets.
03-06-02-011-01		The AMS Supplier shall attend and actively participate in regular Performance Reviews convened by the SIAM Supplier in accordance with the SIAM Supplier's Supplier Management Policies, Processes and Procedures.
03-06-02-014-01		The AMS Supplier shall support the SIAM Supplier by attending regular Performance reviews on FITS Services and agreed process improvement plans.
03-06-02-018-01		The AMS Supplier shall support the SIAM Supplier to establish a supplier scorecard.
03-06-02-019-01		The AMS Supplier shall provide appropriate performance information as requested by the SIAM Supplier in support of the production of a regular supplier scorecard.
	2	Supply Chain Risk Management

Requirement No	Level	Requirement
03-06-03-003-01		The AMS Supplier shall support the SIAM Supplier in the management and maintenance of risks to the FITS Service supply chain.
03-06-03-006-01		The AMS Supplier shall participate in and provide support to any review of risks where participation has been requested by the SIAM Supplier or the Authority.
		13. SERVICE TRANSITION
		13.1 Introduction
		13.1.1 The purpose of the Transition phase of the Service Management Lifecycle is to plan and coordinate resources to ensure that the requirements derived from the Strategy phase and instilled during the Design phase are effectively realised in Service Operations. For the avoidance of doubt, Service Transition in this context does not relate to the obligations outlined in Schedule 6.1 regarding transition and implementation of the FMO.
		13.2 Transition Planning and Support
		13.2.1 The AMS Supplier needs to ensure that the service for the introduction of new or changed FITS Services has the following activities embedded across the Transition Planning and Support lifecycle:
		(a) Develop a strategy for transition;
		(b) Prepare for and plan for transition;
		(c) Ensure Service Design Packages are created for new FITS Services;

Requirement No	Level	Requirement
		(d) Identify, manage and limit the risks to service interruption;
		(e) Complete Service Requirements capture;
		(f) Complete Service Design;
		(g) Confirm Service Design with the approval body;
		(h) Complete Service Validation Testing;
		(i) Confirm Service Release and Deployment readiness; and
		(j) Perform Service handover and review.
		13.2.2 The main purpose of Transition Planning and Support is to coordinate the resources required to ensure specifications for the design of a new or changed FITS Service are realised. This is achieved through the use of a consistent and repeatable framework for the evaluation of FITS Service capability and risk before a new or changed FITS Service is deployed.
		13.2.3 The benefit of an effective and efficient Transition Planning and Support process is that it enables projects to estimate and understand costs, timings and resource requirements, with associated risks of transition in to live. This enables:
		(a) Higher volumes of successful Change;
		(b) Improved expectation setting for all Stakeholders;

Requirement No	Level	Requirement
		(c) Increased confidence in the new or changed FITS Service shall be maintained and supported within a cost-effective manner where there are no unexpected operational costs associated to the live running of the service;
		(d) Better management of the risks in transitioning new FITS Services in to the ICT Environment;
		(e) Greater alignment between delivery and operational organisations;
		(f) Clear governance over FITS Service Requirements; and
		(g) A reduction in the gap between capability and business requirement.
		13.2.4 The Service Requirements for Transition Planning and Support are listed below:
	2	Develop Transition Strategy
04-01-01-002-01		The AMS Supplier shall support the SIAM Supplier, the Authority or its nominated representative in the creation, maintenance and execution of standard, reusable Policies, Processes and Procedures to support a common framework for FITS Service Transition.
	2	Create Policies and Procedures
04-01-02-001-05		NOT USED
04-01-02-003-01		The AMS Supplier shall comply with the SIAM Supplier's Transition Planning and Support Policies, Processes and Procedures.
04-01-02-006-01		The AMS Supplier shall support all transition activities in accordance with the SIAM Supplier's Transition Planning and Support Policies, Processes and Procedures.

Requirement No	Level	Requirement
04-01-02-008-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's Transition Planning and Support Policies, Processes and Procedures.
	2	Support to Business Change
04-01-03-002-01		The AMS Supplier shall on request from the Authority or the SIAM Supplier, support the Authority in the early stage development of the Proposal Document as defined by the Authority's Integrated ICT lifecycle (stages of Identification, Feasibility and Initiation) in the capture, collation and production of the Proposal Document in support of proposed Business Change.
	2	Transition Planning
04-01-04-001-05		NOT USED
04-01-04-003-05		NOT USED
04-01-04-004-01		The AMS Supplier shall support the SIAM Supplier in the discovery, identification and agreement of Service Requirements to develop a Service Design Package.
04-01-04-009-01		The AMS Supplier shall provide details to the SIAM Supplier of the design for new Service Requirements on request from the SIAM Supplier.
04-01-04-011-01		<p>The AMS Supplier shall support the SIAM Supplier in the creation of requested Service Design Packages and Transition Models which shall form the basis for all Service Transition. This shall include, but not be limited to:</p> <ul style="list-style-type: none"> (i) The review of service requirements, transition plans and any associated documentation; and (ii) Providing resource and delivery time estimates.

Requirement No	Level	Requirement
04-01-04-014-01		The AMS Supplier shall obtain appropriate approval from the SIAM Supplier for all Service Design Packages before instigating further Transition activities.
04-01-04-016-01		The AMS Supplier shall support the SIAM Supplier in ensuring that sufficient and appropriate resources are identified and available to deliver Service Design Packages to time, quality and cost constraints
04-01-04-019-01		The AMS Supplier shall support the SIAM Supplier in ensuring that service risks to failure and disruption across Transition have been fully investigated, understood and mitigating actions are in place with appropriate control and management.
04-01-04-021-01		The AMS Supplier shall ensure the completeness and consistency of all inputs/outputs to Transition plans they provide to the SIAM Supplier.
04-01-04-022-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Transition Planning and Support Policies, Processes and Procedures and implement any required corrective action that has been Approved.
04-01-04-024-01		The AMS Supplier shall provide Transition Planning and Support for AMS Services in accordance with the SIAM Supplier's Transition Planning and Support Policies, Processes and Procedures.
	2	Manage and coordinate Transition
04-01-05-001-05		NOT USED
04-01-05-002-05		NOT USED
04-01-05-003-05		NOT USED
04-01-05-004-01		The AMS Supplier shall support and participate in Service Design activities as coordinated and directed by the SIAM Supplier.

Requirement No	Level	Requirement
04-01-05-004-05		NOT USED
04-01-05-009-01		The AMS Supplier shall support the SIAM Supplier in the creation of an Early Life Support plan.
04-01-05-014-01		The AMS Supplier shall support the SIAM Supplier and coordinate agreed activities to implement the approved service delivery and support ITSM processes, tools and governance required to support the introduction of changed FITS Services.
04-01-05-016-01		The AMS Supplier shall ensure that during the course of Transition the integrity of in situ Service Assets, FITS Services and components thereof and Configurations Items is maintained.
04-01-05-018-01		The AMS Supplier shall support the SIAM Supplier in completing the Service Handover Pack and support in making respective contributions available via the Service Knowledge Management System (SKMS).
04-01-05-020-01		The AMS Supplier shall support the SIAM Supplier in managing all Transition activities in compliance with the Information Security Management process.
		13.3 Change and Evaluation Management
		13.3.1 This service should include the following steps in the Change and Evaluation Management lifecycle:
		(a) Register Requests for Change (RFCs);
		(b) Categorise change;
		(c) Govern Emergency Change;
		(d) Govern Standard (pre-approved) Change;
		(e) Govern Operational Change; and

Requirement No	Level	Requirement
		(f) Review and close Change.
		13.3.2 The purpose of Change and Evaluation Management is to identify, control and account for Service Assets and Configuration Items (CT's), protecting and ensuring their integrity across the service lifecycle.
		13.3.3 The benefit of effective Change and Evaluation Management to the Authority is that it:
		(a) Prioritises and responds to business driven demand for change to FITS Services;
		(b) Implements changes that meet the Authority's agreed Service Requirements while optimising efficiency;
		(c) Contributes to meeting operational governance, legal, contractual and regulatory requirements;
		(d) Reduces failed changes and service disruption, defects and re-work;
		(e) Delivers change consistently, promptly within expected timescales;
		(f) Contributes to improved estimations of quality, time and cost of change;
		(g) Aids in productivity of resources by minimising disruption due to high levels of unplanned or emergency change thus improving the efficiency and effectiveness of service availability;
		(h) Provides a single tracking facility for all changes through the service lifecycle and to Service Assets;
		(i) Assess the risks associated to the service transition of FITS Services, both new and existing; and
		(j) Increases service quality through appropriate impact assessment of Changes, thus preventing Incidents.

Requirement No	Level	Requirement
		13.3.4 The Service Requirements for Change and Evaluation Management are listed below:
	2	General Requirements
04-02-01-001-05		NOT USED
04-02-01-002-05		The AMS Supplier shall utilise the SIAM Supplier's Change Management System.
04-02-01-004-01		The AMS Supplier shall support and provide input to the SIAM Supplier to develop and maintain the SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures.
04-02-01-007-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures.
04-02-01-012-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
04-02-01-013-01		The AMS Supplier shall provide Change Management for AMS Services in accordance with the SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures.
	2	Request For Change management
04-02-02-001-01		The AMS Supplier shall raise requests to the SIAM Supplier for Changes including but not limited to: Operational Changes, Standard Changes and Emergency Changes in accordance with the SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures.
04-02-02-001-05		NOT USED

Requirement No	Level	Requirement
04-02-02-006-01		The AMS Supplier shall support the SIAM Supplier in addressing the governance concerning the raising of Changes by the Authority and the Other Suppliers as identified in the Dependencies Register in accordance with the SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures.
04-02-02-008-01		<p>The AMS Supplier shall ensure that all Requests for Change they submit contain information including but not limited to:</p> <ul style="list-style-type: none"> (i) Verified Implementation Plans; (ii) Post Implementation Review; (iii) Acceptance Criteria; (iv) Back Out Plans or Remediation Plans; and (v) Plans for handover to support.
04-02-02-012-01		The AMS Supplier shall ensure that Approved Changes are only implemented by Supplier Personnel or Authorised Representatives in accordance with the SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures.
04-02-02-014-01		The AMS Supplier shall ensure all Standard Changes employ a consistent way of working and are deployed in accordance with the SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures.
04-02-02-017-01		The AMS Supplier shall maintain and provide the SIAM Supplier with a list of nominated Approved Supplier Personnel who are authorised to request Changes.
04-02-02-019-01		The AMS Supplier shall participate in the activities of the Change Advisory Board (CAB) including but not limited to emergency CAB and the reviews of Requests for Change.

Requirement No	Level	Requirement
04-02-02-023-01		The AMS Supplier shall support the SIAM Supplier in identifying and developing Standard Changes.
04-02-02-025-01		The AMS Supplier shall provide all information relating to Standard Changes to the SIAM Supplier for inclusion in the FITS Service Catalogue.
04-02-02-026-01		The AMS Supplier shall inform the SIAM Supplier of all implementations of Standard Changes.
04-02-02-027-01		The AMS Supplier shall inform the SIAM Supplier of any failure of Standard Changes.
	2	Review, Monitor, Report and Close
04-02-03-004-01		<p>The AMS Supplier shall provide regular updates to all tasks or activities associated with a Change, where they are responsible for execution, in accordance with the Change and Evaluation Management Policies, Processes and Procedures and to support to the SIAM Supplier in presentation of:</p> <ul style="list-style-type: none"> (i) User views; (ii) ICT views; (iii) Dashboard views; (iv) Business Unit views; and (v) Site views.
04-02-03-007-01		The AMS Supplier shall support the SIAM Supplier in analysing and reporting on the management of Change in accordance with the SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures.
04-02-03-009-01		The AMS Supplier shall participate and contribute to Post Implementation Reviews.

Requirement No	Level	Requirement
04-02-03-013-01		The AMS Supplier shall support the Other Suppliers via the SIAM Supplier to ensure that all activities/tasks for a given Change have the appropriate ownership.
		13.4 Knowledge Management
		13.4.1 Knowledge Management is the provision of, and access to, an appropriate store of knowledge and information artefacts relating to the provision, support and maintenance of FITS Services. It enables the provision of quality FITS Services and contribute to the provision of quality End to End Services by ensuring that those responsible for managing the FITS Services and End to End Services are able to do so with access to all current, relevant and appropriate information.
		13.4.2 The purpose of Knowledge Management is to ensure that the right person has the right knowledge at the right time to deliver and support the FITS Services provided to the Authority.
		13.4.3 Knowledge Management is a key service element. Effective Knowledge Management is a powerful asset for people in all roles across all stages of the Service Delivery Lifecycle. It should be the primary method for support individuals and teams to share data, information and knowledge about all facets of service. Knowledge Management needs to include, but is not limited to:
		(a) User profiling and demand characteristics;
		(b) Service Desk scripting and system for Knowledge Management; and
		(c) Known Errors.

Requirement No	Level	Requirement
		13.4.4 The Service Requirements for Knowledge Management are listed below:
	2	General Requirements
04-03-01-001-05		NOT USED
04-03-01-002-05		NOT USED
04-03-01-003-05		The AMS Supplier shall utilise the SIAM Supplier's Knowledge Management system and tooling in support of Knowledge Management Policies, Processes and Procedures in the delivery of the AMS Services, via the SIAM Supplier's standard interface.
04-03-01-009-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Knowledge Management Policies, Processes and Procedures.
04-03-01-014-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Knowledge Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
04-03-01-015-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's Knowledge Management Policies, Processes and Procedures.
04-03-01-016-01		The AMS Supplier shall provide Knowledge Management for AMS Services in accordance with the SIAM Supplier's Knowledge Management Policies, Processes and Procedures.
	2	Service Knowledge Management System

Requirement No	Level	Requirement
04-03-02-001-05		NOT USED
04-03-02-002-01		The AMS Supplier shall use the SKMS provided by the SIAM Supplier and shall maintain their own in line with the SIAM Supplier's Knowledge Management Policies, Processes and Procedures.
04-03-02-002-05		NOT USED
04-03-02-003-05		NOT USED
04-03-02-004-01		<p>The AMS Supplier shall support the SIAM Supplier in the production, maintenance and assurance of up-to-date information for inclusion in the FITS SKMS, to include but not limited to:</p> <ul style="list-style-type: none"> (i) Methods to resolve Incidents; (ii) Known Errors; (iii) Service Desk scripts; (iv) Self help articles; and (v) Frequently asked questions (FAQs).
04-03-02-004-05		NOT USED
	2	Monitor and Report
04-03-03-003-01		The AMS Supplier shall work and collaborate with the SIAM Supplier to carry out conformance reviews and audits to ensure the integrity and accuracy of data in the SKMS.

Requirement No	Level	Requirement
04-03-03-005-01		When AMS related data is found in the SKMS that is inaccurate, incomplete or lacks integrity, the AMS Supplier shall support the SIAM Supplier in correcting or removing such data
	2	Knowledge Management communication
04-03-04-002-01		The AMS Supplier shall inform the SIAM Supplier of any new Changes to the Data within the Service Knowledge Management System (SKMS) in accordance with the Knowledge Management Policies, Processes and Procedures.
	2	Skills, Knowledge and Education
04-03-05-001-05		NOT USED
04-03-05-002-01		Where required, the AMS Supplier shall attend the training sessions on utilisation of the SKMS organised by the SIAM Supplier.
04-03-05-006-01		The AMS Supplier shall produce a record with details of the AMS Supplier's Personnel that have completed the Business Site Visit Awareness Training and make this available to the SIAM Supplier and the Authority through the SKMS. These records must be maintained for the duration of the AMS Supplier's Personnel employment term on the FITS Agreement plus six (6) months.
		13.5 Release and Deployment Management
		13.5.1 The AMS Supplier shall provide Release and Deployment Management to support the following steps in the Release and Deployment Management lifecycle:
		(a) Review and update the Release Policy;
		(b) Accept Service Design Packages;

Requirement No	Level	Requirement
		(c) Build, test and deployment preparations;
		(d) Build and test;
		(e) Coordinate and manage Operational Acceptance Testing, Service Acceptance Testing and Pilot Testing;
		(f) Plan and prepare for deployment;
		(g) Transfer, deploy and retire and decommission;
		(h) Provide early life support;
		(i) Verify service deployment; and
		(j) Review and close deployment.
		13.5.2 The purpose for the Release and Deployment Management process is to assemble and position all elements of service into all controlled Authority ICT Environments and establish effective use of new or changed FITS Services, covering the full scope of Service Assets and Configuration Items.
		13.5.3 The benefit of an effective and efficient Release and Deployment Management process is that it adds a consistent and effective means to deliver change in to all ICT controlled environments, minimising risk and cost. It also provides assurance to the Authority that new or changed FITS Services deployed on to the estate derive their full business benefit by establishing an auditable process for tracing requirements from development through to delivery.

Requirement No	Level	Requirement
		13.5.4 The Service Requirements for Release and Deployment Management are listed below:
	2	General Requirements
04-04-01-001-05		NOT USED
04-04-01-002-05		NOT USED
04-04-01-003-05		NOT USED
04-04-01-004-05		The AMS Supplier shall utilise the SIAM Supplier's Release and Deployment Management System.
04-04-01-005-05		NOT USED
04-04-01-007-05		NOT USED
04-04-01-008-05		NOT USED
04-04-01-009-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Release and Deployment Management Policies, Processes and Procedures.
04-04-01-009-05		NOT USED
04-04-01-010-05		NOT USED
04-04-01-011-05		NOT USED
04-04-01-012-05		NOT USED

Requirement No	Level	Requirement
04-04-01-013-05		The AMS Supplier shall provide a Release and Deployment Management Function which will include Planning, scheduling and Controlling the Build, Test and Deployment of Releases while protecting the integrity of FITS Services.
04-04-01-014-05		The AMS Supplier shall support the SIAM Supplier in identifying, Impact assessing and co-ordinating multiple Changes into single planned Releases to ensure successful implementation in accordance with the SIAM Supplier's Release and Deployment Management Policies, Processes and Procedures.
04-04-01-015-01		The AMS Supplier shall provide to the SIAM Supplier their respective Release Plan(s) over a two month rolling period. Release Plan(s) shall provide a comprehensive forward planning view of Releases over an agreed period over a two month rolling period in accordance with the SIAM Supplier's Release and Deployment Management Policies, Processes and Procedures.
04-04-01-015-05		The AMS Supplier shall Package the Application for delivery in accordance with the SIAM Supplier's Release and Deployment Management Policies, Processes and Procedures.
04-04-01-016-01		The AMS Supplier shall support the SIAM Supplier in maintaining and updating the FITS Release Schedule and associated Release Plan(s) as per the SIAM Supplier's Release and Deployment Policies, Processes and Procedures.
04-04-01-016-05		The AMS Supplier shall ensure that all relevant Application Documentation, as specified by the SIAM Supplier, shall be uploaded into the SKMS prior to Deployment of the Application into the Live Environment.

Requirement No	Level	Requirement
04-04-01-020-01		<p>The AMS Supplier shall release Documentation to the SIAM Supplier, including but not limited to:</p> <ul style="list-style-type: none"> (i) Release Plans; (ii) Release Packages; and (iii) Implementation activities.
04-04-01-022-01		The AMS Supplier shall produce and submit to the SIAM Supplier impact analysis and potential mitigating actions in support of the Release planning process.
04-04-01-025-01		The AMS Supplier shall ensure that all Service Assets and Configuration Items included in a Release Package are updated in the CMS and in all relevant documentation as part of the execution of the Release in accordance with the SIAM Supplier's Release and Deployment Policies, Processes and Procedures.
04-04-01-026-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Release and Deployment Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
04-04-01-028-01		The AMS Supplier shall work and collaborate with the SIAM Supplier to plan and implement Release activity to ensure that any business disruption is minimised.
04-04-01-029-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's Release and Deployment Management Policies, Processes and Procedures.
04-04-01-030-01		The AMS Supplier shall provide Release and Deployment Management for AMS Service in accordance with the SIAM Supplier's Release and Deployment Management Policies, Processes and Procedures.

Requirement No	Level	Requirement
		13.6 Service Asset and Configuration Management
		13.6.1 The purpose of Service Asset and Configuration Management (SACM) is to identify and control Service Assets and Configuration Items (CIs) by recording and reporting the status of Service Assets and CIs and by governing the performance of periodic audits to verify the accuracy and completeness of data held within appropriate repositories.
		13.6.2 Optimising the performance of Service Assets and configurations improves the overall service performance and optimises the costs and minimises risks caused by poorly managed Assets, e.g. service outages, incorrect licence fees and failed audits.
		13.6.3 Effective SACM can significantly improve the overall service performance by enabling the AMS Supplier to:
		(a) Reduce the instances of quality and compliance issues;
		(b) Manage the compliance to Policies, standards, legal and regulatory obligations;
		(c) Manage service quality and costs;
		(d) Gain a better understanding of risk level during and after change;
		(e) Optimise the performance of Service Assets and CIs thus delivering improved levels of service;
		(f) Minimises the disruption and costs associated with poorly managed Assets;

Requirement No	Level	Requirement
		(g) Provides accurate information on all FITS Services and environments deployed and support Change Management; and
		(h) Manage Assets including any resource or capability. The Assets of a Supplier include anything that could contribute to the delivery of Service. Assets include but are not limited to:
		(i) Management;
		(ii) Organisation;
		(iii) Process;
		(iv) Knowledge;
		(v) People;
		(vi) Information;
		(vii) Applications;
		(viii) Infrastructure; or
		(ix) Financial capital.
		13.6.4 The Service Requirements for Service Asset and Configuration Management are listed below:
	2	General Requirements
04-05-01-001-05		NOT USED

Requirement No	Level	Requirement
04-05-01-002-05		The AMS Supplier shall ensure all Configuration Items for Business Applications are correctly recorded in the SIAM Supplier's CMDB.
04-05-01-003-05		NOT USED
04-05-01-007-01		The AMS Supplier shall perform Service Asset and Configuration Management activities in accordance with the SIAM Supplier's Service Asset and Configuration Management Policies, Processes and Procedures.
04-05-01-014-01		<p>The AMS Supplier shall either:</p> <p>(i) Utilise the SIAM Supplier's Configuration Management Database (CMDB); or</p> <p>(ii) Implement a CMDB that supports the SIAM Supplier's Service Asset and Configuration Management Policies, Processes and Procedures and interfaces with the SIAM Supplier's CMDB.</p>
04-05-01-016-01		The AMS Supplier shall identify and record the relationships between Configuration Items within their Service Portfolio and shall report the relationships to the SIAM Supplier in accordance with the SACM Policies, Processes and Procedures.
04-05-01-018-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Service Asset and Configuration Management Policies, Processes and Procedures.
04-05-01-023-01		The AMS Supplier shall support the identification of CIs and Service Assets as required by the SIAM Supplier and in accordance with the SIAM Supplier's Service Asset and Configuration Management Policies, Processes and Procedures.
04-05-01-028-01		The AMS Supplier shall provide and maintain a list of Supplier Personnel who require access to the CMDB.

Requirement No	Level	Requirement
04-05-01-031-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's SACM Policies, Processes and Procedures and implement any required corrective action that has been Approved.
04-05-01-032-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's SACM Policies, Processes and Procedures.
04-05-01-033-01		The AMS Supplier shall ensure Configuration Items for existing and new AMS Services are correctly recorded in the SIAM Supplier's CMDB and that this CMDB is kept current and up to date in accordance with the SACM Policies, Processes and Procedures.
	2	Audit, Monitoring and Reporting
04-05-02-001-05		NOT USED
04-05-02-002-01		The AMS Supplier shall support the SIAM Supplier in providing Quality Assurance, data reconciliation and audit activities against CI's data held within the end to end CMDB and data held in their respective CMDBs to ensure compliance with the SIAM Supplier's Service Asset and Configuration Management Policies, Processes and Procedures.
04-05-02-002-05		The AMS Supplier shall provide evidence on the status of all Software Licenses they use in delivering the AMS Service within ten (10) Working Days of a request from the Authority.
04-05-02-006-01		The AMS Supplier shall support the SIAM Supplier to identify and implement remedial actions where it has been identified that the CMDB has breached Thresholds relating to accuracy or currency set out in schedule 2.2 (Service Performance Management).
	2	Updates to Configuration Management
04-05-03-001-05		NOT USED

Requirement No	Level	Requirement
04-05-03-002-01		The AMS Supplier shall support the SIAM Supplier to ensure updates to the CMS are performed in accordance with the SIAM Supplier's Service Asset and Configuration Management Policies, Processes and Procedures and within the Service Levels set out in schedule 2.2 (Service Performance Management).
04-05-03-002-05		NOT USED
04-05-03-004-01		The AMS Supplier shall support the SIAM Supplier in ensuring that updates to the CMS are automatically synchronised unless otherwise agreed with the Authority.
04-05-03-007-01		The AMS Supplier shall either interface with or make use of the DML provided by the SIAM Supplier.
04-05-03-009-01		The AMS Supplier shall ensure that only Software contained in the DML is deployed to the AMS Supplier ICT Environment.
04-05-03-012-01		The AMS Supplier shall support the SIAM Supplier in the implementation of the Authority's Asset Management Policy.
	2	Asset Management
04-05-04-001-05		NOT USED
04-05-04-002-05		NOT USED

Requirement No	Level	Requirement
04-05-04-003-01		<p>The AMS Supplier shall either:</p> <p>(i) utilise the SIAM Supplier's Asset Management System; or</p> <p>(ii) implement an Asset Management System that supports the Service Asset and Configuration Management Process and Service Asset and interfaces with the SIAM Supplier's Asset Management System.</p>
04-05-04-003-05		NOT USED
04-05-04-004-01		The AMS Supplier shall maintain accurate records of Assets used to deliver the FITS Services. This includes both physical Assets and Software Assets and is irrespective of the ownership of each Asset. Where Suppliers use shared Assets then a reference should be made in the attributes to that Asset.
04-05-04-005-05		The AMS Supplier, for Business Applications requiring Escrow as specified in the Master Applications List, shall work and collaborate with the Authority to ensure all new Application Releases (including Changes) are placed in Escrow by the AMS Supplier within three (3) Months of the Deployment of that Application in line with the Authority's Software Escrow Policy.
04-05-04-006-01		The AMS Supplier shall ensure that they record all agreed attributes of an Asset so that it can be uniquely defined in accordance with the SIAM Supplier's SACM Policies, Processes and Procedures.
04-05-04-006-05		NOT USED
04-05-04-007-05		NOT USED
04-05-04-008-05		NOT USED
	2	Disposal of Assets

Requirement No	Level	Requirement
04-05-05-001-05		The AMS Supplier shall develop, manage and maintain the process for secure disposal of Removable Media used in the delivery of the AMS Service in accordance with the Authority's Asset Disposal Policy, and have the Process Approved by the Authority within three (3) months of the Effective Date.
04-05-05-002-01		The AMS Supplier shall support the SIAM Supplier to ensure that Software is efficiently, effectively and when possible automatically removed (in accordance with the Authority's Asset Disposal Policies) or redeployed across the Supplier's ICT Environment.
04-05-05-002-05		The AMS Supplier shall develop, implement and maintain a removal, disposal and re-use service for AMS Configuration Items.
04-05-05-003-05		NOT USED
		13.7 Service Validation and Testing
		13.7.1 The Authority places a strong emphasis on the quality and value of testing performed by suppliers and ensuring their testing activities integrate into the testing lifecycle. The Authority has defined an overarching Test Strategy covering the whole lifecycle, with which all Suppliers must comply. The Authority Test Strategy sets out a number of key principles to ensure that testing representatives are engaged early in the lifecycle, have sufficient independence and operate in a repeatable and measurable manner to well defined products, processes and controls.
		13.7.2 All FITS Suppliers are required to create a Supplier Test Policy setting out their approach to testing for the scope of FITS Services they provide, aligned to the Authority Test Strategy.
		13.7.3 The Authority may assure the AMS Supplier's testing processes, throughout the testing lifecycle.

Requirement No	Level	Requirement
		13.7.4 The Service Requirements for Service Validation and Testing are listed below:
	2	Testing Policies and Procedures
04-06-01-001-05		The AMS Supplier shall not pass a Test Item out of a Test Phase until the associated Test Exit Criteria have been met, unless otherwise agreed with the Authority and/or SIAM Supplier.
04-06-01-002-05 (Common)		The AMS Supplier shall identify an appropriately qualified Account Test Manager within ten (10) Working Days of the Effective Date. The Account Test Manager shall be fully accountable for all Service Validation & Testing performed by the AMS Supplier during the Term.
04-06-01-003-05 (Common)		The AMS Supplier shall produce a Supplier Test Policy and submit to the Authority within [forty (40) Working Days] of the Effective Date to decide Approval. The AMS Supplier's Supplier Test Policy shall be developed in accordance with the Authority Test Strategy and the Testing Processes, Policies and Procedures and made available through the SKMS within one (1) Working Day of Approval.
04-06-01-004-05		The AMS Supplier shall ensure continuity in the identified Account Test Manager throughout the Term and the Account Test Manager shall be Key Personnel for the purposes of the Agreement.
04-06-01-005-05 (Common)		The AMS Supplier shall, when required by the Authority and/or SIAM, produce a Programme/Project Test Strategy and/or Project/Release Test Plan and submit to the Authority to decide Approval.
04-06-01-006-05 (Common)		The AMS Supplier shall appoint a suitably qualified Test Manager where the AMS Supplier has responsibilities for conducting or supporting testing in relation to a Project or Change. The AMS Supplier Test Manager shall be responsible for all testing performed or supported by the AMS Supplier who shall be the Single Point of Contact for the Authority for all such AMS Supplier testing activities.
04-06-01-007-05 (Common)		The AMS Supplier shall support Test Assurance activities conducted by or on behalf of the Authority.

Requirement No	Level	Requirement
04-06-01-008-05 (Common)		All testing conducted by the AMS Supplier shall comply with the provisions of Authority Test Strategy and the Authority Testing Policies, Processes and Procedures.
04-06-01-009-05 (Common)		The AMS Supplier shall use the Standard Testing Toolset for the scope of testing for which it is identified as responsible, unless otherwise agreed with the Authority.
	2	Standard Testing Toolset
04-06-02-002-01		The AMS Supplier shall support the SIAM Supplier in the evaluation of the Standard Testing Toolset.
04-06-02-006-01		The AMS Supplier shall support the SIAM Supplier in the provision, maintenance and support of the Standard Testing Toolset.
	2	Test Environment Provisioning & Management
04-06-03-001-05 (Common)		The AMS Supplier shall ensure that all Test Environments have the ability to be disconnected from the Master Time Reference to allow different types of testing to be performed e.g. to roll forwards and backwards in time.
04-06-03-018-01		The AMS Supplier shall ensure that Test Environments are treated as Service Assets that are managed in accordance with the SACM Policies, Processes and Procedures.
04-06-03-019-01		The AMS Supplier shall submit requests to the SIAM Supplier for the establishment, use and decommissioning of Test Environments in line with the Project Test Strategy or Release Test Plan as applicable.
04-06-03-021-01		The AMS Supplier shall make available to the requesting Supplier, the Test Environments provisioned via the SIAM Supplier as set out in the Project Test Strategy or Release Test Plan.
04-06-03-022-01		The AMS Supplier shall ensure that the Non-Live Test Environments support maintenance and testing of Repairs made during and following the PRISM period.

Requirement No	Level	Requirement
	2	Unit/Component Testing
04-06-04-001-05 (Common)		The AMS Supplier shall be fully accountable for the Planning, Design, implementation, execution and reporting for Unit/Component Testing for all new and/or modified components it is providing in relation to a Project or Change, as specified in the associated Test Strategy developed by or Approved by the Authority.
	2	Component Integration Testing
04-06-05-001-05 (Common)		The AMS Supplier shall be fully accountable for the Planning, Design, implementation, execution and reporting for Component Integration Testing for all new and/or modified components it is providing in relation to a Project or Change, as specified in the associated Test Strategy developed by or Approved by the Authority.
04-06-05-002-05 (Common)		The AMS Supplier shall ensure that where there are interfaces with other Systems and/or external interfaces that early System Integration Testing is included within the Component Integration Testing (CIT) Test Plan, to de-risk the System Integration Testing test phase.
04-06-05-003-05 (Common)		The AMS Supplier shall support Component Integration Testing (CIT) Planning, Design, implementation, execution and reporting conducted by the Suppliers and Other Authority Providers where required by the associated Test Strategy developed by or Approved by the Authority.
	2	System Testing
04-06-06-002-05 (Common)		The AMS Supplier shall be accountable for the Planning, Design, implementation, execution and reporting for System Testing for all new and/or modified components it is providing in relation to a Project or Change, as specified in the associated Test Strategy developed by or Approved by the Authority.
04-06-06-003-05 (Common)		The AMS Supplier shall support System Testing Planning, Design, implementation, execution and reporting conducted by other Suppliers and Other Authority Providers as identified in the associated Test Strategy developed by or Approved by the Authority.

Requirement No	Level	Requirement
	2	Systems Integration Testing
04-06-07-001-05 (Common)		The AMS Supplier shall support System Integration Testing (SIT) Planning, Design, execution and reporting undertaken by the Authority.
	2	Operational Acceptance Testing
04-06-08-002-01		The AMS Supplier shall support the SIAM Supplier in the planning, design, implementation, execution and reporting of Operational Acceptance Testing.
04-06-08-002-05		The AMS Supplier shall participate in Operational Acceptance Testing (OAT) as per the Service Validation and acceptance criteria.
	2	User Acceptance Testing
04-06-09-001-05		The AMS Supplier shall support the Authority in the Planning, Design, implementation, execution and reporting of User Acceptance Testing.
	2	Service Acceptance Testing
04-06-10-002-01		The AMS Supplier shall support the SIAM Supplier in the planning, design, implementation, execution and reporting of Service Acceptance Testing.
	2	Pilot Testing
04-06-11-002-01		The AMS Supplier shall support the SIAM Supplier in the planning, design, implementation, execution and reporting of Pilot Testing.
	2	Break/Fix Testing

Requirement No	Level	Requirement
04-06-12-001-05		The AMS Supplier shall be fully accountable for the Planning, Design, implementation, execution and reporting of Break/Fix Testing of the components for which it is responsible.
04-06-12-002-05 (Common)		The AMS Supplier shall support the Other Suppliers as identified in the Dependencies Register and Other Authority Providers in the Planning, Design, implementation, execution and reporting of Break/Fix Testing.
	2	Maintenance Release Testing
04-06-13-001-05		The AMS Supplier shall be fully accountable for the Planning, Design, implementation, execution and reporting of Maintenance Release Testing of the components for which it is responsible.
04-06-13-002-05 (Common)		The AMS Supplier shall support the Other Suppliers as identified in the Dependencies Register and Other Authority Providers in the Planning, Design, implementation, execution and reporting of Maintenance Release Testing.
	2	Transfer of Test Assets for Live Service
04-06-14-001-05		The AMS Supplier shall ensure that all Test Assets associated with the components and/or system developed by the AMS Supplier and the Third Party Providers are added to the Test Asset Library before the start of the PRISM period and in accordance with the associated Transition Plan,
		14. SERVICE OPERATION
		14.1 Introduction

Requirement No	Level	Requirement
		14.1.1 The purpose of Service Operation is the coordination and delivery of the activities, processes and functions required to deliver and manage FITS Services to agreed quality and Service Level Targets to the Authority. Service Operation covers the responsibilities for the ongoing management of the technology used to deliver and support FITS Services.
		14.2 Access Management
		14.2.1 Access Management is the process of granting authorised Users the right to use a FITS Service and helps to protect the confidentiality, integrity and availability of Assets and information.
		14.2.2 A controlled and managed Access Management process delivers benefit to the Authority by:
		(a) Ensuring that the organisation is able to maintain the confidentiality of its information more effectively;
		(b) Employees having the right level of access to execute their jobs effectively;
		(c) The ability to audit use of services and to trace the abuse of services; and
		(d) The ability to easily revoke access rights when needed.
		14.2.3 The Service Requirements for Access Management are listed below:
	2	General Requirements
05-01-01-001-05		NOT USED

Requirement No	Level	Requirement
05-01-01-002-05		NOT USED
05-01-01-003-05		NOT USED
05-01-01-004-05 (Common)		The AMS Supplier shall comply with the Authority Access Management Policy and the SIAM Supplier's Supplier Personnel Access Management Processes and Procedures, when the AMS Supplier's Personnel requires access to Authority Sites, Other Supplier's Sites or Other Supplier's ICT Environment.
05-01-01-005-01		The AMS Supplier shall support the SIAM Supplier to ensure that Access Management is provided in accordance with the Authority's Access Management Policy and the SIAM Supplier's Operational Processes and Procedures.
05-01-01-009-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the Authority's Access Management Policies and the SIAM Supplier's Operational Processes and Procedures and implement any required corrective action that has been Approved.
05-01-02-010-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's User Administration Policy, Processes and Procedures.
05-01-01-013-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's Operational Processes and Procedures.
	2	User Administration
05-01-02-002-01		The AMS Supplier shall support the SIAM Supplier to define, implement and maintain AMS Services in accordance with the SIAM Supplier's User Administration Policy, Processes and Procedures.
	2	Third Party Hosted Application Access

Requirement No	Level	Requirement
05-01-03-004-01		Where the AMS Supplier hosts an Other Authority Provider's Business Application in the AMS Supplier's ICT Environment, the AMS Supplier shall provide secure access to the AMS Supplier or Other Authority Providers, to enable them to support their Business Application.
05-01-03-005-01		The AMS Supplier shall ensure that access to the Other Authority Providers' Business Application is provided in accordance with Authority's Access Management Policy, the SIAM Supplier's User Administration Policy and the SIAM Supplier's Operational Procedures.
	2	Access Management Dependencies
		Not applicable to AMS
		14.3 Event Management
		14.3.1 The Event Management process shall detect Events, analyse and then determine the appropriate control activity or action to prevent an Incident and/or service interruption.
		14.3.2 Events need to be identified and set up such that their occurrence enables the communication of operational information.
		14.3.3 The benefit of effective Event Management to the Authority is that it:
		(a) Provides mechanisms for early detection of incidents. In many cases, it is possible for the incident to be detected and assigned to the appropriate group for action before any actual service outage occurs;

Requirement No	Level	Requirement
		(b) Can signal, when integrated into other Service Management processes, status changes or exceptions that allow the appropriate person or team to respond promptly, thus improving the performance of the process; and
		(c) Provides a basis for automated operations, thus increasing efficiencies and allowing expensive human resources to be used for more innovative work.
		14.3.4 The Service Requirements for Event Management are listed below:
	2	General Requirements
05-02-01-002-05		The AMS Supplier shall define and implement Event Thresholds across the AMS Services.
05-02-01-003-05		NOT USED
05-02-01-004-05		NOT USED
05-02-01-005-05		The AMS Supplier shall support the Authority, the Other Suppliers as identified in the Dependencies Register and Other Authority Providers to identify and implement improvements to Event Management for End to End Services.

Requirement No	Level	Requirement
05-02-01-006-05		<p>The AMS Supplier shall either:</p> <p>(i) Utilise the SIAM Supplier's Event Management System; or</p> <p>(ii) Implement an Event Management System that supports the SIAM Supplier's Event Management Policies, Processes and Procedures and interfaces with the SIAM Supplier's Event Management System.</p>
05-02-01-007-05		AMS Supplier shall identify and implement improvements to Event Management for AMS Service.
05-02-01-008-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Event Management Policies, Processes and Procedures.
05-02-01-014-01		The AMS Supplier shall provide Event monitoring information to the SIAM Supplier in accordance with the Event Management Policies, Processes and Procedures.
05-02-01-016-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Event Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
05-02-01-017-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the SIAM Supplier's Event Management Policies, Processes and Procedures.
05-02-01-018-01		The AMS Supplier shall provide Event Management for AMS Services in accordance with the SIAM Supplier's Event Management Policies, Processes and Procedures.
	2	Support Alert Management
05-02-02-001-05		NOT USED

Requirement No	Level	Requirement
05-02-02-002-01		The AMS Supplier shall support the SIAM Supplier in the investigation and resolution of Events that have exceeded a pre defined Threshold.
05-02-02-002-05		NOT USED
05-02-02-003-01		The AMS Supplier shall record and track Alerts by volume, type, service components and services and produce trend analysis as required by the SIAM Supplier.
05-02-02-003-05		NOT USED
05-02-02-004-01		The AMS Supplier shall escalate to the SIAM Supplier exceptions that breach the thresholds as defined by the AMS Supplier's Event Management Policies and included them in the SIAM Suppliers Event Management Policies, Processes and Procedures.
05-02-02-004-05		NOT USED
05-02-02-005-01		The AMS Supplier shall provide defined event thresholds to the SIAM Supplier for inclusion in the SIAM Supplier's Event Management Policies, Processes and Procedures.
	2	Event Filtering
05-02-03-001-01		The AMS Supplier shall ensure that the SIAM Supplier is informed of any corrective action taken to address an Event and that the relevant records are updated in accordance with the SIAM Supplier's Event Management Policies, Processes and Procedures.
	2	Event Management communication
		Not applicable to AMS
		14.4 Incident Management

Requirement No	Level	Requirement
		14.4.1 The Authority requires Incident Management to be the process that handles all failures, faults or questions reported by End Users via the Service Desk or which are automatically detected and reported by Event Management. Incident Management should include the use of Incident Models that include the following steps within the Incident Management lifecycle:
		(a) Log and categorisation of the Incident;
		(b) Diagnosis and the steps required to handle the Incident;
		(c) Assign responsibilities for the performance and execution of first-level, second-level and third-level support, analysis, diagnosis and resolution of the incident;
		(d) Set expectations on timescales and thresholds for the completion of identified actions;
		(e) Manage the escalation activities based on pre-defined hierarchy and communication plan;
		(f) Identify measures, when appropriate, to minimise future disruptions; and
		(g) Manage the end-to-end Incident lifecycle.
		14.4.2 The purpose of Incident Management is to restore the FITS Services as quickly as possible and minimising adverse impact and disruption on normal business operations.
		14.4.3 Effective Incident Management allows the business to continue to realise the benefits of enabling ICT technologies and services by:

Requirement No	Level	Requirement
		(a) Minimising downtime of the FITS Services, and where applicable the End to End Services, to the business;
		(b) Ensuring FITS Services are aligned with day-to-day business priorities;
		(c) Identifying potential service improvements; and
		(d) Identifying additional service or training requirements.
		14.4.4 The Service Requirements for Incident Management are listed below:
	2	General Requirements
05-03-01-006-01		The AMS Supplier shall support the SIAM Supplier in developing, documenting, implementing and maintaining Incident Management Processes in accordance with the SIAM Supplier's Incident Management Policies, Processes and Procedures.
05-03-01-009-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Incident Management Policies, Processes and Procedures.
05-03-01-014-01		The AMS Supplier shall proactively support the SIAM Supplier and the Authority to deliver the required Service Levels, for Incident Management as defined in schedule 2.2 (Service Performance Management).
05-03-01-015-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the Other Suppliers' non compliance with the SIAM Supplier's Incident Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
05-03-01-018-01		The AMS Supplier shall utilise the SIAM Supplier's Incident Management System.

Requirement No	Level	Requirement
05-03-01-021-01		The AMS Supplier shall ensure that the Incident Management process within their own organisation provides an audit trail that complies with the SIAM Supplier's Incident Management Policies, Processes and Procedures relating to the management and resolution of Incidents.
05-03-01-023-01		The AMS Supplier shall adopt and implement the Severity and Priority Definitions as set out in schedule 2.2. (Service Performance Management).
05-03-01-025-01		The AMS Supplier shall monitor and manage allocated Incidents for which they are responsible in accordance with the SIAM Supplier's Incident Management Policies, Processes and Procedures and with the Service Levels set out in schedule 2.2 (Service Performance Management).
05-03-01-030-01		The AMS Supplier shall update the Incident record with all relevant information relating to the Incident in accordance with the SIAM Supplier's Incident Management Policies, Processes and Procedures.
05-03-01-033-01		The AMS Supplier shall adhere to the Severity and Priority Definitions in accordance with the Priority Levels as specified by the Authority in schedule 2.2 (Service Performance Management).
05-03-01-035-01		The AMS Supplier shall support the SIAM Supplier in the continual improvement of the Incident Management Processes via the identification and implementation of means by which the volume of Incidents are reduced over the term of the Agreement.
05-03-01-037-01		The AMS Supplier shall provide Incident Management for AMS Services in accordance with the SIAM Supplier's Incident Management Policies, Processes and Procedures.
	2	Provide Incident Management Support
05-03-02-001-05		NOT USED
05-03-02-002-05		NOT USED

Requirement No	Level	Requirement
05-03-02-003-01		The AMS Supplier shall provide appropriately skilled resources to fulfill their obligations as set out in the SIAM Supplier's Incident Management Policies, Processes and Procedures.
05-03-02-006-01		The AMS Supplier shall support the SIAM Supplier to restore normal End to End Services or provide an Approved workaround during the resolution of Incidents.
	2	Monitoring and Reporting of Incident Management
05-03-03-001-01		The AMS Supplier shall provide progress notifications to the SIAM Supplier on all current Incidents including progress notifications where the frequency of such notifications is in accordance with the SIAM Supplier's Incident Management Policies, Processes and Procedures and the Service Levels as set out in schedule 2.2 (Service Performance Management).
05-03-03-001-05		NOT USED
05-03-03-005-01		The AMS Supplier shall make changes to the assigned Priority Level of an Incident when directed to do so by the SIAM Supplier.
	2	Incident Management Education
		Not applicable to AMS
	2	Incident Management Access
		Not applicable to AMS
	2	Incident Communications
05-03-06-001-05		The AMS Supplier shall provide the SIAM Supplier with contact Information for Resolver Groups no less than ten (10) Working Days prior to Service Commencement Date of the AMS Service.

Requirement No	Level	Requirement
05-03-06-002-01		The AMS Supplier shall proactively notify the SIAM Supplier of any Incident to an AMS Service that is known to be in breach or highly likely to breach its Service Level as defined in schedule 2.2 (Service Performance Management) via the Service Desk.
05-03-06-002-05		NOT USED
05-03-06-003-01		The AMS Supplier shall notify the SIAM Supplier in advance of any amendments to contact information for the Resolver Groups.
	2	Support Incident Management
05-03-07-001-01		The AMS Supplier shall accept and acknowledge that the SIAM Supplier shall be the single point of contact with the Authority for the formal progression of all Incidents unless otherwise set out in the SIAM Supplier's Incident Management Policies, Processes and Procedures.
05-03-07-003-01		The AMS Supplier shall acknowledge all Incidents correctly assigned to them and return Incidents to the SIAM Supplier that have been wrongly assigned in accordance with the SIAM Supplier's Incident Management Policies, Processes and Procedures.
05-03-07-004-01		The AMS Supplier shall following receipt of an Incident shall, where necessary, schedule and perform resolution activities with the End User in accordance with the SIAM Supplier's Incident Management Policies, Processes and Procedures.
05-03-07-006-01		The AMS Supplier shall co-operate with and provide information and support to the Suppliers as identified in the Dependencies Register in order to aid the resolution of Incidents.
05-03-07-009-01		The AMS Supplier shall provide updates to the SKMS as a result of an Incident, in accordance with the SIAM Supplier's Knowledge Management Policies, Processes and Procedures.
		14.5 Problem Management

Requirement No	Level	Requirement
		14.5.1 Problem Management deals with the underlying causes of incidents. The functionality of Problem Records should be similar to those needed for Incident Records and also allow for multiple incidents matching against Problem Records. This service shall include the following steps in the Problem Management lifecycle:
		(a) Detection;
		(b) Capture and categorisation;
		(c) Investigation and diagnosis; and
		(d) Resolution.
		14.5.2 The principle objective of Problem Management is to prevent Problems from occurring by eliminating recurring Incidents and to minimise the impact of Incidents that cannot be prevented.
		14.5.3 Effective Problem Management reduces the impacts to the business of reduced service quality in FITS Services, allowing the business to continue to realise the benefits of enabling ICT technologies and services by:
		(a) Reducing the number of Incidents raised across the estate;
		(b) Employing Root Cause Analysis to determine cause of Problems and to further eliminate potential issues;
		(c) Implementing a permanent fix for all identified problem causes; and

Requirement No	Level	Requirement
		(d) Logging and maintaining known errors and workarounds to prevent FITS Service outage.
		14.5.4 The Service Requirements for Problem Management are listed below:
	2	General Requirements
05-04-01-001-05		NOT USED
05-04-01-002-05		NOT USED
05-04-01-009-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Problem Management Policies, Processes and Procedures.
05-04-01-019-01		The AMS Supplier shall utilise the SIAM Supplier's Problem Management system and tooling in support of Problem Management process and procedures in the delivery on the AMS Services, via the SIAM Supplier's standard interface.
05-04-01-021-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Problem Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
05-04-01-022-01		The AMS Supplier shall provide Problem Management for the AMS Service in accordance with the SIAM Supplier's Problem Management Policies, Processes and Procedures.
05-04-01-023-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the Problem Management Policies, Processes and Procedures.
	2	Monitor and Report

Requirement No	Level	Requirement
05-04-02-002-01		The AMS Supplier shall monitor and progress, in line with the Service Levels set out in schedule 2.2 (Service Performance Management), for the Problems for which they are responsible in accordance with the SIAM Supplier's Problem Management Policies, Processes and Procedures.
05-04-02-007-01		The AMS Supplier shall develop, maintain and provide to the SIAM Supplier, for inclusion in the SKMS, Information on Workarounds, Known Errors and Problems related to AMS Service.
	2	Managing the Problem Management Lifecycle
05-04-03-002-01		The AMS Supplier shall support the SIAM Supplier in Problem analysis as requested by the SIAM Supplier including, but not limited to, the provision of information relating to Problem trends, volumes and Problem solutions.
05-04-03-011-01		The AMS Supplier shall attend Problem reviews as requested by the SIAM Supplier and in accordance with the SIAM Supplier's Problem Management Policies, Processes and Procedures.
	2	Support for Problem Management
05-04-04-001-01		The AMS Supplier shall provide status updates on Problem resolution to the SIAM Supplier in accordance with the SIAM Supplier's Problem Management Policies, Processes and Procedures.
05-04-04-001-05		NOT USED
05-04-04-002-01		The AMS Supplier shall resolve Problems that have been assigned to them by the SIAM Supplier in accordance with the SIAM Supplier's Problem Management Policies, Processes and Procedures.
05-04-04-002-05		NOT USED
		14.6 Request Fulfilment

Requirement No	Level	Requirement
		14.6.1 Request Fulfilment is the process for managing Service Requests. These standard and repeatable changes are initiated via an automated catalogue of FITS Services and follow the steps within the Request Fulfilment lifecycle.
		14.6.2 The benefit of a centralised, efficient and effective Request Fulfilment process is:
		(a) A fast and efficient service improves productivity by delivering services when they are required;
		(b) Improvement to the quality services used through the use of centralised procurement and fulfilment;
		(c) Improved process conformance and reduction in unnecessary bureaucracy and administration in submitting requests and delivering services; and
		(d) Greater control over the FITS Services on offer.
		14.6.3 The Service Requirements for Request Fulfilment are listed below:
	2	General Requirements
05-05-01-001-05		The AMS Supplier shall provide Request Fulfilment for AMS Service in accordance with the Request Fulfilment Policies, Processes and Procedures.
05-05-01-002-05		The AMS Supplier shall utilise the SIAM Supplier's Request Fulfilment System.
05-05-01-003-05		NOT USED
05-05-01-008-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Request Fulfilment Policies, Processes and Procedures.

Requirement No	Level	Requirement
05-05-01-018-01		The AMS Supplier shall action each Service Request they receive from the SIAM Supplier in accordance with the SIAM Supplier's Request Fulfilment Policies, Processes and Procedures and in accordance with schedule 2.2 (Service Performance Management).
05-05-01-020-01		The AMS Supplier shall action Assistive Technology Service Requests in accordance with the Request Fulfilment Policies, Processes and Procedures.
05-05-01-024-01		The AMS Supplier shall notify the SIAM Supplier of any potential breach to the Service Levels as defined in schedule 2.2 (Service Performance Management) relating to Service Requests.
05-05-01-025-01		The AMS Supplier shall support the SIAM Supplier in the identification and resolution of conflicts in the fulfilment of competing Service Requests.
05-05-01-027-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Request Fulfilment Policies, Processes and Procedures and implement any required corrective action that has been Approved.
05-05-01-028-01		The AMS Supplier shall support the SIAM Supplier in the maintenance of the Request Fulfilment Policies, Processes and Procedures.
	2	Monitoring and Reporting
05-05-02-001-05		NOT USED
05-05-02-003-01		The AMS Supplier shall support the SIAM Supplier in analysing and reporting on Request Fulfilment as requested by the SIAM Supplier and in accordance with the SIAM Supplier's Request Fulfilment Policies, Processes and Procedures.
05-05-02-007-01		The AMS Supplier shall provide status updates on Service Requests to the SIAM Supplier in accordance with SIAM Supplier's Request Fulfilment Policies, Processes and Procedures.

Requirement No	Level	Requirement
		14.7 Service Desk
		14.7.1 The SIAM Service Desk function shall provide a single point of contact for all FITS Services provided to the Authority. It shall consist of appropriately skilled staff responsible for dealing with a variety of service Events and should be able to:
		(a) Leverage expert resource from the Other FITS Suppliers;
		(b) Handle all Incidents and Service Requests; and
		(c) Utilise specialist tools to manage all Events.
		14.7.2 The primary aim of the SIAM Service Desk shall be to restore normal service to the End Users as quickly as possible.
		14.7.3 The Service Requirements for supporting the SIAM Service Desk are listed below:
	2	General Requirements
05-06-01-001-05		The AMS Supplier shall utilise the SIAM Supplier's Service Desk system and tooling in support of Service Desk Process and Procedures in the delivery on the AMS Service, via the SIAM Supplier's standard interface.
05-06-01-002-05		NOT USED
05-06-01-003-05		The AMS Supplier shall provide Resolver Groups to support its Service Management obligations relating to the AMS Service.

Requirement No	Level	Requirement
05-06-01-004-05		NOT USED
05-06-01-013-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Service Desk Policy, Processes and Procedures and provide the required Service Support for the Service or Service Components to fulfil the Service Levels defined in schedule 2.2 (Service Performance Management).
05-06-01-014-01		The AMS Supplier shall provide appropriate English speaking resources to support SIAM's Service Desk in the provision of ITIL processes.
05-06-01-016-01		The AMS Supplier shall provide updates and information and interface with the Incident, Change and Service Request lifecycle as defined in the SIAM Supplier's Service Desk Policies, Processes and Procedures.
05-06-01-024-01		The AMS Supplier shall support the SIAM Supplier to ensure an uninterruptable Service Desk function is provided.
05-06-01-025-01		The AMS Supplier shall provide the SIAM Supplier with all appropriate information on Incidents, Problems, Known Errors, Approved workarounds, AMS Supplier's Releases and their inter-relationships in support of FITS Services.
05-06-01-027-01		The AMS Supplier shall utilise the SIAM Supplier's Service Desk system and tooling in support of Service Desk Process and Procedures in the delivery on the AMS Service, via the SIAM Supplier's standard interface.
05-06-01-028-01		The AMS Supplier shall agree with the Authority, which AMS functions and services can be delivered through the SIAM Supplier's self service portal to enable End Users to use the AMS Services.
05-06-01-029-01		The AMS Supplier shall create documentation required by End Users to use the AMS functions and services delivered through the SIAM Supplier's self service portal and submit the documentation to the Authority to decide Approval unless otherwise agreed by the Authority.
	2	Skills, Knowledge and Education

Requirement No	Level	Requirement
05-06-02-002-01		The AMS Supplier shall ensure that personnel who interact with the Service Desk are appropriately trained and are capable of working to the SIAM Supplier's Incident Management, Problem Management, Service Request and Knowledge Management Policies, Processes and Procedures.
05-06-02-005-01		The AMS Supplier shall ensure that personnel who interact with the Service Desk have access to the Service Knowledge Management System or shall support the SIAM Supplier to ensure that the Personnel of the Other Suppliers be granted access to the SIAM Supplier's SKMS.
05-06-02-006-01		The AMS Supplier shall participate in the collation, provision and dissemination of skills and knowledge required in providing support for the AMS Services.
	2	Communication
05-06-03-003-01		The AMS Supplier shall ensure that all first contact communication with End Users is managed and coordinated via the SIAM Supplier's Service Desk.
05-06-03-004-01		The AMS Supplier shall ensure that all communication with End Users is recorded in the Incident Record and is made available to the SIAM Supplier's Service Desk in accordance with the Service Desk Policies, Processes and Procedures.
05-06-03-005-01		The AMS Supplier shall work and collaborate with the SIAM Supplier to ensure the AMS Supplier can provide information about Incidents and Problems that occur in the Live Environments at different Business Impact Levels.
		14.8 Technical Management
		14.8.1 Technical Management is the process for managing the routine maintenance activities of the technical components that comprise the AMS Services, including:

Requirement No	Level	Requirement
		(a) Business Applications;
		(b) Middleware components;
		(c) Presentation components; and
		(d) Databases.
		14.8.2 The purpose of Technical Management is to perform the proactive and reactive maintenance activities required to keep the FITS Services, and where applicable the End to End Services, in a Fully Functional state to minimise adverse impact and disruption on normal business operations.
		14.8.3 Effective Technical Management allows the business to continue to realise the benefits of enabling ICT technologies and services by:
		(a) Minimising downtime of the FITS Services, and where applicable the End to End Services, to the business;
		(b) Ensuring FITS Services are aligned with day-to-day business priorities; and
		(c) Maintaining alignment between FITS Services and technology roadmaps.
		14.8.4 The Service Requirements for Technical Management are listed below:
	2	LAN Management

Requirement No	Level	Requirement
05-07-01-001-05		The AMS Supplier shall ensure that all Software used on Network Devices implemented in the ICT Environment for the delivery of AMS Service is not more than five (5) years old and has at least three (3) years support available unless otherwise agreed by the Authority.
	2	WAN Management
05-07-02-001-05		The AMS Supplier shall ensure that all Client Software provided and maintained by the AMS Supplier is not more than five (5) years old and has at least three (3) years support available unless otherwise agreed by the Authority.
	2	End User Services Hardware Maintenance and Support
		Not applicable to AMS
	2	Technical Infrastructure Services Hardware Maintenance and Support
05-07-04-001-01		The AMS Supplier shall perform emergency maintenance to the AMS Supplier ICT Environments in accordance with the SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures.
05-07-04-002-01		The AMS Supplier shall schedule and implement installations of, upgrades to, and customisations of, the AMS Services in accordance with the SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures.
05-07-04-003-01		The AMS Supplier shall perform routine maintenance to the AMS Service and associated AMS Supplier ICT Environments in accordance with the SIAM Supplier's Change and Evaluation Management Policies, Processes and Procedures.
	2	Client Software Maintenance and Support

Requirement No	Level	Requirement
05-07-05-001-05		The AMS Supplier shall ensure that all Client Software provided by the AMS Supplier in support of the AMS Service is maintained in Fully Functional condition.
05-07-05-002-05		<p>The AMS Supplier shall ensure that all Client Software implemented in the ICT Environment for the delivery of AMS Service is not more than five (5) years old and has at least three (3) years support available unless otherwise agreed by the Authority. Client Software covered by this provision includes, but is not limited to:</p> <ul style="list-style-type: none"> i) Operating System ii) Collaboration Toolset iii) Archiving service iv) Internet Browsers and plug-ins v) PDF Reader vi) Software used in the protection against computer virus, malicious code, malware and vulnerabilities. vii) Device Control.
05-07-05-003-05		The AMS Supplier shall provide support and maintenance for Client Software deployed for the AMS Services.
05-07-05-004-05		The AMS Supplier shall ensure standardisation on a single version of Client Software and that any upgrade is provided to all End Users of that product unless otherwise agreed by the Authority.
05-07-05-005-05		The AMS Supplier shall work and collaborate with Other Suppliers as identified in the Dependencies Register and Other Authority Providers as appropriate to support Client Software provided by these parties.

Requirement No	Level	Requirement
05-07-05-006-05		The AMS Supplier shall ensure that all Vendor recommended service packs and releases to Client Software are tested in accordance with the Service Validation and Testing processes and scheduled for release in accordance with the Release and Deployment Management and Change and Evaluation Management processes
	2	System Software Maintenance and Support
05-07-06-001-05		The AMS Supplier shall ensure that all System Software provided by the AMS Supplier in support of the AMS Service is maintained in Fully Functional condition.
05-07-06-002-05		<p>Where support for a Client Software product is to be withdrawn the AMS Supplier shall ensure that a review commences sufficiently early to ensure that</p> <ul style="list-style-type: none">i) A replacement product is identified, tested and made available through the FITS Services Catalogue; andii) Changes to the relevant service description(s) are updated in the FITS Services Catalogue to reflect the change before the Vendor withdraws support for the original product.

Requirement No	Level	Requirement
05-07-06-003-05		<p>The AMS Supplier shall ensure that all System Software implemented in the ICT Environment for the delivery of AMS Service is not more than five (5) years old and has at least three (3) years support available unless otherwise agreed by the Authority. System Software covered by this provision includes, but is not limited to:</p> <ul style="list-style-type: none"> (i) Operating System (ii) Virtualisation Software (iii) Presentation Software (iv) Middleware Software (v) Database Software (vi) Web Hosting Software (vii) IT Service Management Toolset (viii) Gateway services System Software (ix) Collaboration Toolset System Software (x) Archiving Service System Software (xi) Software used in the protection against computer virus, malicious code, malware and vulnerabilities. (xii) Device Control.

Requirement No	Level	Requirement
05-07-06-004-05		The AMS Supplier shall ensure that all vendor recommended maintenance releases to System Software are tested and prepared for implementation within three (3) months of release by the vendor unless otherwise agreed with the Authority.
	2	Enhanced User Support
		Not applicable to AMS
		14.9 Operational Management
		14.9.1 Operational Management is the overarching processes and activities required for the ongoing management of the technology used to deliver and support FITS Services.
		14.9.2 The Service Requirements for Operational Management are listed below:
	2	General Requirements
05-08-01-001-05		The AMS Supplier shall perform the scheduled batch jobs for all Supported Application as identified within the MAL in accordance with the Service Levels and KPIs as defined in schedule 2.2 (Service Performance Management).
05-08-01-002-05		The AMS Supplier shall create, update and maintain a record of batch jobs performed for all Supported Application as identified within the MAL and ensure this is updated at least once every six (6) Months and made available to the Authority and Other Suppliers via the SKMS.
		14.10 Application Management

Requirement No	Level	Requirement
		14.10.1 Application Management is the routine operational, remedial and emergency maintenance of Business Application components within the FITS services. The scope of Application Management; includes:
		(a) All Business Applications including COTS, Open Source and custom components;
		(b) Maintaining the technical knowledge and expertise related to managing the Business Applications;
		(c) Supporting the ITSM Lifecycle for the Business Applications.
		14.10.2 The Service Requirements for Application Management are listed below:
	2	General Requirements
05-09-01-001-05		The AMS Supplier shall produce an Impact Analysis, a review of options and an implementation plan for the recommended option, to be submitted to the Authority to review and decide Approval, within three (3) Months of a new major release by the vendor of a System Software product currently utilised by the AMS Service becoming available.
05-09-01-002-05		The AMS Supplier shall provide appropriately skilled resources to maintain subject matter expertise of the Business Applications in order to support the provision of AMS services and the Authority's Strategic ICT Objectives.
05-09-01-003-05		The AMS Supplier shall provide appropriate tools in order to support the provision of AMS Services and the Authority's Strategic ICT Objectives.
05-09-01-004-05		The AMS Supplier shall perform quality assurance in accordance with the Authority's Policies, Processes and Procedures, or those of its nominated representative.
05-09-01-005-05		The AMS Supplier shall maintain, manage and support the scheduled batch jobs for all Business Applications.

Requirement No	Level	Requirement
05-09-01-007-05		The AMS Supplier shall create, update and maintain a record of batch jobs performed for all Business Applications and ensure this is kept up date and made available to the Authority and Other Suppliers via the SKMS.
05-09-01-008-05		NOT USED
05-09-01-009-05		NOT USED
05-09-01-010-05		NOT USED
	2	Application Maintenance and Support
05-09-02-001-05		The AMS Supplier shall maintain and operate development and test environments in order to support the provision of AMS Services.
	2	Security and Hardening
		Not applicable to AMS
	2	Application Batch Management
05-09-04-001-05		NOT USED
05-09-04-003-05		NOT USED

Requirement No	Level	Requirement
05-09-04-004-05		<p>The AMS Supplier shall, in the event of a failure in batch processing or over-running of the batch processes:-</p> <p>i) Raise an Incident in accordance with the SIAM Supplier's Incident and Problem Management Policies, Processes and Procedures.</p> <p>ii) Work with the SIAM Supplier to recover from such failure by supplying a work around or a permanent fix as per the schedule 2.2 (Service Performance Management).</p>
05-09-04-005-05		NOT USED
		15. CONTINUAL SERVICE IMPROVEMENT
		15.1 Introduction
		15.1.1 The purpose of Continual Service Improvement (CSI) is to create and maintain value in the design, introduction, operation and use of FITS Services. Through the process of Plan-Do-Check-Act; then Service Improvement Plans are created based on shortfalls or opportunities identified.
		15.2 Identify and Deliver service Improvement
		15.2.1 This service shall include the following steps in the Continual Service Improvement lifecycle:
		(a) Reviewing management information and trends to ensure that the output of the enabling ITSM processes are achieving the desired results;
		(b) Periodically conducting maturity assessments against the process activities and roles associated with the process activities to demonstrate areas of improvement or, conversely, areas of concern;

Requirement No	Level	Requirement
		(c) Periodically conducting audits verifying process compliance;
		(d) Reviewing the FITS Services for improvements;
		(e) Making recommendations for approval; and
		(f) Conducting periodic customer satisfaction surveys.
		15.2.2 The primary purpose of CSI is to continually align and realign the FITS Services to the changing Authority needs by identifying and implementing improvements to FITS Services that support the Authority's core business. Improvement activities shall support the lifecycle approach through Service Strategy, Service Design, Service Transition and Service Operations.
		15.2.3 The benefit of 'Identify and Deliver Service Improvement' is that it:
		(a) Leads to a continual improvement in Service quality;
		(b) Ensures that FITS Services remain continuously aligned to business requirements;
		(c) Delivers improvements in cost effectiveness through identifying and implementing reduction in costs and or the capability to improve productivity; and
		(d) Identifies opportunities for improvement in all lifecycle stages and processes through monitoring and reporting.
		15.2.4 The Service Requirements for Identify and Deliver Service Improvement are listed below:

Requirement No	Level	Requirement
	2	General requirements
06-01-01-001-05		NOT USED
06-01-01-002-01		The AMS Supplier shall ensure that Continual Service Improvement at all times effectively interfaces with all other processes across the Service Management Life Cycle.
06-01-01-002-05		<p>The AMS Supplier shall either:</p> <ul style="list-style-type: none"> i) Utilise the SIAM Supplier's Continual Service Improvement Plan or ii) Implement a Continual Service Improvement Plan that supports Continual Service Improvement and interfaces with the SIAM Supplier's Continual Service Improvement Plan.
06-01-01-003-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Continual Service Improvement Policies, Processes and Procedures.
	2	Manage and Coordinate
06-01-02-001-05		NOT USED
06-01-02-002-01		The AMS Supplier shall support the SIAM Supplier in identifying and delivering Continual Service Improvement to FITS Services.
06-01-02-003-05		NOT USED
06-01-02-004-05		NOT USED

Requirement No	Level	Requirement
06-01-02-005-05		NOT USED
06-01-02-006-05		NOT USED
	2	Continual service Improvement Programme
06-01-03-001-05		NOT USED
06-01-03-002-05		NOT USED
06-01-03-004-01		The AMS Supplier shall support the SIAM Supplier in the production, maintenance and provision of Service Improvement Plans for those elements of the AMS Service for which they are responsible and have been identified as being the subject of improvements.
06-01-03-008-01		The AMS Supplier shall engage and contribute in the establishment and delivery of the Continual Service Improvement Programme.
06-01-03-010-01		The AMS Supplier shall ensure that they effectively discharge their obligations set out in the relevant Service Improvement Plan to ensure that such Service Improvement Plans are implemented effectively in accordance with the Continual Service Improvement Programme.
	2	Support for service Improvement Programme
06-01-04-001-05		NOT USED
06-01-04-002-01		The AMS Supplier shall keep the SIAM Supplier informed of the progress against those Service Improvement Plans where the Other Suppliers are responsible, in whole or part, for the delivery of those Service Improvement Plans.
06-01-04-002-05		NOT USED

Requirement No	Level	Requirement
06-01-04-003-05		NOT USED
	2	Service Maturity
06-01-05-002-01		The AMS Supplier shall support the SIAM Supplier in the establishment of a maturity assessment approach for the maturity of all Service Management processes and FITS Services to industry standard measures and criteria for measuring service maturity.
06-01-05-005-01		The AMS Supplier shall support the SIAM Supplier to identify and implement opportunities for the continual improvement of the maturity of the Processes and FITS Services.
		15.3 Service Measurement and Performance Management
		15.3.1 The Service Measurement and Performance Management process shall monitor the performance of the management of FITS Services and Service Management Framework. The Service Measurement and Performance Management process defines appropriate measures, collects and collates data and provides analytical reports that support the identification and delivery of service improvements. The Service Measurement and Performance Management process is set against organisational objectives and targets, as opposed to Service Level Management that is centred on contractual obligations and the monitoring and measurement against Service Level Targets and KPI.
		15.3.2 The benefit of an effective Service Measurement and Performance Management process is that it:
		(a) Aids and assists the decision making process for ICT Strategy attainment;
		(b) Provides information on the performance, availability, capacity and reliability of FITS Services;

Requirement No	Level	Requirement
		(c) Provides information on the performance of FITS Services;
		(d) Helps to identify the areas for service and process improvement;
		(e) Provides the means to assess the effectiveness of service and process improvements; and
		(f) Provides benchmark and baseline performance data that enable benchmarking activities.
		15.3.3 The Service Requirements for Service Measurement and Performance Management are listed below:
	2	General Requirements
06-02-01-001-05		NOT USED
06-02-01-002-05		NOT USED
06-02-01-005-01		The AMS Supplier shall support the SIAM Supplier and the Authority to develop a strategy for Service Measurement and Performance Management.
06-02-01-008-01		The AMS Supplier shall support the SIAM Supplier to define and maintain the Policies, Processes and Procedures for Service Measurement and Performance Management.
06-02-01-009-01		The AMS Supplier shall at all times, comply with the SIAM Supplier's Service Measurement and Performance Management Policies, Processes and Procedures.
06-02-01-015-01		The AMS Supplier shall support the SIAM Supplier in identifying any improvements to Service Measurement and Performance in accordance with the Continual Service Improvement Service.

Requirement No	Level	Requirement
06-02-01-017-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in any review as a result of the AMS Supplier's non compliance with the SIAM Supplier's Service Measurement and Performance Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
	2	Performance Monitoring
06-02-02-002-01		The AMS Supplier shall support the Service Measurement and Performance Management process and ensure that there are effective interfaces with all FITS Services.
06-02-02-007-01		The AMS Supplier shall support the SIAM Supplier in providing Service Measurement and Performance processes that use a reporting process that contains measurements that are 'SMART (Specific, Measureable, Attainable, Realistic and Time-bound)'.
06-02-02-010-01		<p>The AMS Supplier shall support the SIAM Supplier in providing a performance monitoring framework capable of providing different perspectives supporting, but is not limited to:</p> <ul style="list-style-type: none"> (i) the use of a Balance Scorecard approach showing a mixture of quantitative and qualitative measures; (ii) the differing requirements of the Authority's User Profile; (iii) presents IT control performance information to industry Standards (e.g. COBIT); (iv) viewable data by the Authority's Business Unit and/or service consumed by Business Unit and/or Authority Site; and (v) sufficient granularity to identify the effects of poor performance and implemented service improvements.

Requirement No	Level	Requirement
06-02-02-016-01		The AMS Supplier shall support the SIAM Supplier in the creation and maintenance of the Systems of Measurement Reference Document in conformance with the Transition requirements as specified in the AMS Supplier's Tower Service Agreement.
06-02-02-017-01		The AMS Supplier shall be responsible for creating and maintaining the measurement criteria for those Service Levels they are responsible for delivering against and as defined in the Systems of Measurement Reference Document.
06-02-02-019-01		The AMS Supplier shall support the SIAM Supplier in providing performance information that: (i) Enables evaluation of performance of AMS Service against stated Service Levels, Authority objectives and other agreed performance measures; and (ii) Enables comparison analysis of service performance against past, present and forecast of future predictions.
06-02-02-021-01		The AMS Supplier shall support the SIAM Supplier in providing performance information in a defined, structured and rigorous way to facilitate automation of acquisition, exchange and quality management.
	2	Manage Performance Information Quality
06-02-03-003-01		The AMS Supplier shall provide performance information to the Approved quality requirements as directed by the SIAM Supplier.
		16. SERVICE LIFECYCLE MANAGEMENT
		16.1 Introduction

Requirement No	Level	Requirement
		16.1.1 The purpose of Service Lifecycle Management is to provide the tools and mechanisms to coordinate and control FITS Services and processes, from end to end, to manage the full lifecycle of FITS Services.
		16.2 IT Service Management Toolset
		16.2.1 The central requirement for the ITSM toolset is to ensure that there is a single source of authoritative information on any given Service Event and that the management of these events, to a successful conclusion, is available, visible, reportable and auditable from one source. The requirements listed below set out the obligations and relationship between the Suppliers in the selection, provision and operation of an end to end ITSM toolset solution.
		16.2.2 The ITSM toolset shall provide a common cross supplier interface for the management and support to all AMS functions and processes and ensure that all Suppliers and the Authority have access to clear, accurate, timely and unambiguous information on the state, performance and operation of FITS Services provided to the Authority.
		16.2.3 Access to and management of information is a core requirement in any process management role and having an integrated ITSM toolset in support the Service Management Lifecycle shall ensure that FITS Suppliers and the Authority can access the timely, informed and accurate information to enable the right discussions to be taken for the right reasons in a timely and effective manner.

Requirement No	Level	Requirement
		16.2.4 The ITSM toolset solution will be compliant with the ITIL Software Scheme as referenced in schedule 2.3 (Standards).
		16.2.5 The Service Requirements for ITSM toolset are listed in the below and further functional and non-functional requirements:
	2	General Requirements
07-01-01-001-05		NOT USED
07-01-01-002-01		<p>The AMS Supplier shall utilise the ITSM toolset provided by the SIAM Supplier for the management of Service Events across the Service Management Lifecycle (SMLC). The use of the SIAM provided ITSM toolset is required to ensure the delivery of the following SIAM core processes:</p> <ul style="list-style-type: none"> (i) Service Desk operation; (ii) Incident Management; (iii) Problem Management; (iv) Change and Evaluation Management; (v) Release and Deployment Management; (vi) Knowledge Management; and (vii) Request Fulfilment (including Access Management).

Requirement No	Level	Requirement
07-01-01-003-02		The AMS Supplier shall use the EUCS Supplier remote desktop and assistance tool to manage and resolve relevant incidents and to perform approved maintenance activities within the EUCS Supplier's ICT Environment.
07-01-01-003-05 (Common)		The AMS Supplier shall ensure that discovery and audit tools deployed in their ICT Environment are configured to deliver data discovery aligned to the concepts and relationships defined within the ICT Data Model.
07-01-01-004-04		NOT USED
07-01-01-004-05 (Common)		NOT USED
07-01-01-005-05 (Common)		NOT USED
07-01-01-006-02		The AMS Supplier shall request via the FITS Service Catalogue, training in the use of the EUCS Supplier's remote desktop and assistance tool.
07-01-01-006-04		NOT USED
07-01-01-006-05 (Common)		NOT USED
07-01-01-007-05 (Common)		The AMS Supplier shall ensure that any element of the AMS ITSM Toolset or self service capabilities presented to End Users shall adopt the branding and appearance of the SIAM Supplier's self service portal unless otherwise agreed with the Authority.

Requirement No	Level	Requirement
07-01-01-008-01		<p>The AMS Supplier shall either utilise or integrate with the ITSM toolset provided by the SIAM Supplier for the management of Service Events across the Service Management Lifecycle (SMLC). Toolset integration will be permitted across the following non-core processes:</p> <ul style="list-style-type: none">(i) Service Catalogue Management;(ii) Service Asset and Configuration Management (including Dependency & Discovery tools);(iii) Capacity Management;(iv) Availability Management;(v) Service Level Management;(vi) Event Management;(vii) Continual Service Improvement;(viii) Demand Management;(ix) Service Validation and Testing; and(x) Financial Management.
07-01-01-008-05 (Common)		NOT USED

Requirement No	Level	Requirement
07-01-01-015-01		The AMS Supplier shall ensure attendance at the SIAM Supplier's ITSM Toolset Training courses prior to the AMS Supplier's Service Commencement Date to enable the AMS Supplier to then provide ongoing training and support to their own personnel and ensure that they are suitably skilled to utilise the ITSM Toolset, in accordance with the ITSM Toolset Policy, Processes and Procedures.
		16.3 Architecture Management
		16.3.1 This encapsulates the following areas of Enterprise Architecture Management, Solution Architecture Management and Deployed Architecture Management to provide:
		(a) Vision & Strategy definition;
		(b) Architecture rules management (creation and maintenance of architecture and technology principles, policies, standards and reference models);
		(c) Architecture specification (business, information systems & information technology);
		(d) Improvement planning (opportunities, solutions, migration & transformation);
		(e) Realisation (including acquisition and implementation governance);
		(f) Architecture governance (architecture change management & requirements management); and
		(g) Architecture compliance and alignment monitoring.
		16.3.2 The purpose of Enterprise Architecture Management is to support the translation of the Authority's business vision and strategies into effective enterprise change; and to ensure the continuing alignment of IS/IT services provision to the Authority's business objectives.

Requirement No	Level	Requirement
		16.3.3 The purpose of Solution Architecture Management is to support the delivery of specific change projects; to review architecture decisions and migration plans to identify efficiencies and advance standardisation; to ensure the solutions align to the architecture and technology principles, policies, standards and reference models defined by Enterprise Architecture Management processes; and capture and manage exceptions.
		16.3.4 The purpose of Deployed Architecture Management is to provide an up to date, consistent baseline of information about the provision of the End to End Services; to contribute to the integrated change planning process from demand to delivery; and to ensure compliance with and alignment to the Authority's Enterprise Architecture. Deployed Architecture Management facilitates alignment of the Deployed Architecture with Authority business objectives and operating models.
		16.3.5 The Service Requirements for Architecture Management are listed below:
	2	Enterprise Architecture Management
07-02-01-001-05 (Common)		The AMS Supplier shall ensure that the provided AMS Service Enterprise Architecture service is compliant with the Authority's Enterprise Architecture Policy, Processes and Procedures.
07-02-01-020-01		The AMS Supplier shall work and collaborate with the SIAM Supplier and Other FITS Suppliers to collate their aspects of the FITS Service Deployed Architecture Standards and Patterns.
07-02-01-023-01		The AMS Supplier shall work and collaborate with the SIAM Supplier and the Other FITS Suppliers to collate their aspects of the FITS Service Deployed Architecture Roadmap.
	2	Deployed Architecture Management

Requirement No	Level	Requirement
07-02-02-001-05		NOT USED
07-02-02-002-05		The AMS Supplier shall perform Architecture Impact Assessment upon the AMS Service Deployed Architecture to ensure ongoing manageability and supportability of the live environment, in accordance with the Authority's Architecture Governance Policy, Processes and Procedures.
07-02-02-003-05 (Common)		The AMS Supplier shall provide Architecture Artefacts to describe the AMS Service Deployed Architecture in accordance with the Authority's Architecture Governance Policy, Processes and Procedures and make them available through the SKMS within three (3) months of the Service Commencement Date.
07-02-02-004-05 (Common)		The AMS Supplier shall update and maintain the Architecture Artefacts to describe the AMS Service Deployed Architecture in accordance with the Authority's Architecture Governance Policy, Processes and Procedures not less than annually following the Service Commencement Date, and make the updates available through the SKMS within one (1) Working Day of the update being Approved by SIAM Supplier and/or the Authority
07-02-02-005-05 (Common)		NOT USED
07-02-02-006-05 (Common)		The AMS Supplier shall provide the AMS Service Deployed Architecture Views in accordance with the Authority's Architecture Governance Policy, Processes and Procedures and submit this to the Authority twice per year by January 1st and July 1st to decide Approval.
07-02-02-007-05 (Common)		NOT USED
07-02-02-008-05 (Common)		The AMS Supplier shall provide the AMS Service Deployed Architecture Standards and Patterns in accordance with the Authority's Architecture Governance Policy, Processes and Procedures and submit this to the Authority twice per year by January 1st and July 1st to decide Approval.
07-02-02-009-05 (Common)		NOT USED

Requirement No	Level	Requirement
07-02-02-010-05 (Common)		The AMS Supplier shall provide AMS Service Deployed Architecture Roadmaps with a three (3) year forecast, describing any change to that service in order to maintain business operation, in accordance with the Authority's Architecture Governance Policy, Processes and Procedures and submit this to the Authority twice per year by January 1st and July 1st to decide Approval.
07-02-02-029-01		The AMS Supplier shall work and collaborate with the SIAM Supplier and The Other Suppliers as identified in the Dependencies Register to collate their aspects of the FITS Service Deployed Architecture Views.
07-02-02-037-01		The AMS Supplier shall update the Approved AMS Services Deployed Architecture Standards and Patterns in accordance with the Authority's Architecture Governance Policy, Processes and Procedures not less than quarterly, and make it available to the SIAM Supplier.
07-02-02-038-01		The AMS Supplier shall update the Approved AMS Services Deployed Architecture Views in accordance with the Authority's Architecture Governance Policy, Processes and Procedures not less than quarterly, and make it available to the SIAM Supplier.
07-02-02-039-01		The AMS Supplier shall update the Approved AMS Service Deployed Architecture Roadmaps, in accordance with the Authority's Architecture Governance Policy, Processes and Procedures not less than quarterly, and make it available to the SIAM Supplier.
07-02-02-040-01		The AMS Supplier shall ensure that the provided AMS Services Deployed Architecture service is compliant with the SIAM Supplier's Deployed Architecture Policies, Processes and Procedures.
	2	Solution Architecture Management
07-02-03-001-05		The AMS Supplier shall ensure that the provided AMS Service Solution Architecture Service is compliant with the Authority's Solution Architecture Policy, Processes and Procedures.
07-02-03-002-05		The AMS Supplier shall, at the request of the Authority, provide input to the production and assessment of architecture requirements and solution options.

Requirement No	Level	Requirement
07-02-03-003-05		The AMS Supplier shall, at the request of the Authority, provide input to the production of Solution Architectures that cover the domains of all relevant FITS Suppliers and the specific Technical Architectures within the AMS Tower. The inputs shall include assessment and recommendation of the most appropriate implementation and migration planning approach.
	2	Architecture Governance
07-02-04-001-05		The AMS Supplier shall ensure that the provided AMS Service Architecture Governance Service is compliant with the Authority's Architecture Governance Policy, Processes and Procedures.
07-02-04-002-05		The AMS Supplier shall ensure that all Approved AMS Service Architecture Artefacts comply with the Architecture Content Framework and are made available through the SKMS, in accordance with the Authority's Architecture Governance Policy, Processes and Procedures.
07-02-04-003-05		The AMS Supplier shall work and collaborate with the Authority in the ongoing assessment and development of the Architecture Management capability of the FITS Service.
07-02-04-004-05		<p>The AMS Supplier shall participate in all relevant Architecture Governance activities and forums, as described in the Authority's Architecture Governance Policy, Processes and Procedures. The activities and forums of Architecture Governance will address all aspects of architecture delivery, including but not limited to;</p> <ul style="list-style-type: none"> i) Enterprise Architecture Governance ii) Solution Architecture Governance iii) Deployed Architecture Governance
07-02-04-005-05		The AMS Supplier shall work and collaborate with the SIAM Supplier to ensure that any Approved architectural dispensations, waivers, risks, issues and assumptions assigned to the AMS Supplier are managed in accordance with the Authority's Architecture Governance Policy, Processes and Procedures.

Requirement No	Level	Requirement
07-02-04-006-05		The AMS Supplier shall provide Architectural leadership in relation to AMS Service, providing strategy and direction to the Authority, Other Suppliers as identified in the Dependencies Register and on the request of the Authority, to Other Authority Providers.
07-02-04-007-05		NOT USED
07-02-04-008-05		The AMS Supplier shall provide and maintain a catalogue service that the Authority can request to provide architectural expertise in the Architecture of AMS Service or other Architecture domains. The expertise shall align to the Skills Framework for the Information Age (SFIA) version 5 or later.
07-02-04-021-01		The AMS Supplier shall comply with the consolidated FITS Service Deployed Architecture Standards and Patterns, collated by the SIAM Supplier, when providing services to be hosted within the ICT Environments of Other FITS Suppliers, unless otherwise agreed by the Authority.
	2	Innovation Management
07-02-05-001-05 (Common)		The AMS Supplier shall ensure that the provided AMS Service Innovation Management Service is compliant with the Authority's Innovation Management Policy, Processes and Procedures.
		16.4 Application Performance Monitoring
		16.4.1 The Authority requires the ability to manage the performance of Business Applications. The requirements for this service need to accommodate for all stages of the Application lifecycle:
		(a) Design;
		(b) Implement;
		(c) Monitor;

Requirement No	Level	Requirement
		(d) Report; and
		(e) Act.
		16.4.2 The principle objective of Application Performance Management is to maintain an appropriate level of performance and availability for a defined set of Business Applications by continuously monitoring and measuring their performance and promptly identifying any potential issue.
		16.4.3 The Service Requirements for Application Performance Monitoring (APM) are listed below:
	2	Application Performance Measurement
07-03-01-008-01		The AMS Supplier shall support, where required, the SIAM Supplier in the appropriate implementation of the APM Service and its associated tools across the relevant components for which they have responsibility.
07-03-01-011-01		The AMS Supplier shall support, where required, the SIAM Supplier in measuring the performance of designated Business Applications in accordance with the Service Levels set out in schedule 2.2 (Service Performance Management).
	2	Change Management
		Not applicable to AMS
	2	Future Services
07-03-03-003-01		The AMS Supplier shall support the SIAM Supplier in planning the base lining and subsequent Performance monitoring, for the Services they provide, for any future Business Application, at the request of the SIAM Supplier.

Requirement No	Level	Requirement
07-03-03-006-01		The AMS Supplier shall support the SIAM Supplier to provide the plan for, and implementation of, a fast track monitoring service for Business Applications.
		16.5 Licence Management and Compliance
		16.5.1 The requirements set out in this section refer to the obligations on the AMS Supplier with regards to adherence to Software licensing terms and conditions for the AMS Services consumed by the Authority.
		16.5.2 The Service Requirements for Licence Management and Compliance are listed below:
	2	General Requirements
07-04-01-001-05		The AMS Supplier shall comply with the Authority's Software Licensing Policy.
07-04-01-002-05		The AMS Supplier shall, where the CMDB contains no available license, procure such additional licenses as necessary in accordance with the Authority's Software Licensing Policy.
07-04-01-003-05		NOT USED
07-04-01-004-05		The AMS Supplier, where required by the Authority, shall manage the procurement of licenses and License renewals in accordance with the Authority's Software Licensing Policy.
07-04-01-005-01		The AMS Supplier shall allow the SIAM Supplier to request the installation and configuration of tools for the purpose of monitoring the presence of unauthorised or unlicensed Software.
07-04-01-005-05		The AMS Supplier shall be responsible for ensuring that suitable license arrangements are in place for all Software utilised by the AMS Service in accordance with the Authority's Software Licensing Policy.

Requirement No	Level	Requirement
07-04-01-006-02		<p>The AMS Supplier shall provide information to the EUCS Supplier detailing the licensing conditions and entitlements for any Software deployed by the EUCS Supplier in support of the AMS Supplier's Service. The information shall include but not be limited to:</p> <ul style="list-style-type: none"> (i) Product; (ii) Edition; (iii) Version details of the Software licenses consumed and utilisation; (iv) License entitlement details including term; (v) Hardware information relevant to license consumption, such as processor type and/or power, number of cores, and virtualisation configuration details; and (vi) Software Media for inclusion in the Definitive Media Library (DML).
07-04-01-006-05		<p>The AMS Supplier shall monitor and manage license usage in accordance with the Authority's Software License Policy.</p>
07-04-01-007-01		<p>The AMS Supplier shall capture, manage and monitor license usage and ensure updates to the CMDB are performed in accordance with the SIAM Supplier's SACM Policies, Processes and Procedures and within the Service Levels set out in schedule 2.2 (Service Performance Management).</p>
07-04-01-007-05		<p>The AMS Supplier shall check the Software license availability in the SIAM CMDB and re-use or upgrade any suitable license(s).</p>

Requirement No	Level	Requirement
07-04-01-008-01		The AMS Supplier shall provide evidence as requested by the SIAM Supplier on the status of all licensing for Software they use in delivering the AMS Service, within five (5) Working Days of such a request.
07-04-01-008-05		The AMS Supplier shall offer the re-deployment of license or licenses, which is no longer needed in order to minimise license costs.
07-04-01-009-05		NOT USED
		16.6 Value Add services
		16.6.1 These Service Requirements are designed to offer additional services which the Authority may contract for where the AMS Supplier can demonstrate value for money.
		16.6.2 The Service Requirements for Value Add Services are listed below:
	2	Strategy Generation
07-05-01-001-05		The AMS Supplier shall provide advice to the Authority on the Authority's ICT Strategy, focused on the AMS Service.
	2	Strategy Implementation
07-05-02-006-01		The AMS Supplier shall support the SIAM Supplier to provide the Authority with a model of the future state Architecture based on the future state Project pipeline.
	2	Financial Management
		Not applicable to AMS

Requirement No	Level	Requirement
	2	Portfolio Management
		Not applicable to AMS
	2	Service Portfolio Management
		Not applicable to AMS
	2	Demand Management
		Not applicable to AMS
	2	Supplier Management
		Not applicable to AMS
	2	Requirements Analysis
		Not applicable to AMS
	2	Coordination and Delivery
		Not applicable to AMS
	2	Innovation
		Not applicable to AMS
	2	Local Server Room Facilities Management

Requirement No	Level	Requirement
		Not applicable to AMS
	2	WAN and LAN Services Procurement
		Not applicable to AMS
	2	Enhanced Conferencing Services
		Not applicable to AMS
	2	Extended Voice Mail
		Not applicable to AMS
	2	Operator Services
		Not applicable to AMS
	2	High Security Telephony Services
		Not applicable to AMS
		17. INFORMATION SECURITY MANAGEMENT
		17.1 Introduction
		17.1.1 The purpose of Information Security Management is to:

Requirement No	Level	Requirement
		(a) Align ICT security with business security and ensure that information security is effectively delivered for all FITS Services and service management activities;
		(b) Ensure the confidentiality, integrity and availability of the Authority's information, data and FITS Services;
		(c) Ensure compliance with the Authority Accreditation obligations; and
		(d) Ensure alignment with the HMG Security Policy Framework and associated information assurance standards.
		17.1.2 Information Security Management shall ensure the Authority's Information Security Policy is enforced and maintained by a set of detailed requirements which cover the following categories:
		(a) Security Policy and Standards;
		(b) Security Awareness;
		(c) Vulnerability Management;
		(d) Security Incident Management;
		(e) Accreditation Management;
		(f) Security Assurance;
		(g) Security Auditing;
		(h) Protective Monitoring;

Requirement No	Level	Requirement
		(i) IT Health Checks;
		(j) Digital Forensics; and
		(k) Connection Criteria.
		(l) Information Security Risk Management
		17.2 Security Policy and Standard
		17.2.1 These requirements set out the obligations on the Supplier regarding the Development, maintenance and compliance with HM Government Security Policy Framework (SPF) statutory security and confidentiality laws and privacy policies.
		17.2.2 The Service Requirements for Security Policy and Standard Services are listed below:
	2	General Requirements
08-01-01-001-05 (Common)		The AMS Supplier shall ensure that any services it delivers comply with the Authority's ICT Information Assurance (IA) Policies, Processes and Procedures
08-01-01-002-05 (Common)		The AMS Supplier shall ensure that all Sites containing Protectively Marked Assets, for which they are responsible, have physical security controls commensurate with the highest Protective Marking or classification of those assets as specified by the SPF. For sites where CONFIDENTIAL material is handled, ListX certification is mandatory. The Authority reserves the right to audit the physical security of any site storing or processing Protectively Marked information assets in support of FITS Services.

Requirement No	Level	Requirement
08-01-01-004-01		The AMS Supplier shall provide an impact assessment of changes to legal and regulatory requirements, HMG IA Strategies, Policies, Processes, Guidance and Standards on the AMS Service to the SIAM Supplier within ten (10) Working Days of a request from SIAM.
08-01-01-009-01		The AMS Supplier shall provide a report for each Service Reporting Period on the AMS Supplier's compliance with the Authority's IA Policies, Processes and Procedures and provide the report within five (5) Working Days of the end of the previous Service Reporting Period to the SIAM Supplier in a format as agreed with the SIAM Supplier.
		17.3 Security Awareness
		17.3.1 These requirements are to ensure all users are aware of, understand and formally accept their security responsibilities.
		17.3.2 The Service Requirements for Security Awareness Services are listed below:
	2	Security education and training
08-02-01-001-05 (Common)		The AMS Supplier shall instigate a programme of security awareness, education and training for the AMS Supplier's Personnel within twenty (20) Working Days of the Effective Date.
08-02-01-002-05 (Common)		The AMS Supplier shall ensure that the AMS Supplier's Personnel has undertaken security awareness, education and training prior to using or supporting the AMS Service and annually thereafter.
08-02-01-004-01		The AMS Supplier shall develop and maintain security awareness material and training programmes applicable to the AMS Service.
08-02-01-005-01		The AMS Supplier shall maintain, review, and update where necessary, the security awareness material and training programmes for AMS Service at least annually.

Requirement No	Level	Requirement
08-02-01-010-01		The AMS Supplier shall provide a report for each Service Reporting Period on the status of their security awareness education & training programme and provide the report within five (5) Working Days of the end of the previous Service Reporting Period to the SIAM Supplier in a format as agreed with the SIAM Supplier.
		17.4 Vulnerability Management
		17.4.1 The Vulnerability Management service shall mitigate against threats and weaknesses that could lead to security incidents and take appropriate corrective action. Requirement will include:
		(a) Ensuring all systems and software are supported by vendor security fixes. The monitoring for vendor security alerts, assessment of criticality and implementation in accordance with the patching policy;
		(b) Ensuring that all systems are adequately protected from the threat of malicious code of all types. Keeping anti-virus and intrusion detection definitions and software up to date. Quarantining malware and alerts triggered on detection and the raising of security incidents when malware is detected; and
		(c) Ensuring that unauthorised devices are not connected to the networks or other ICT equipment. Authorised devices must be operated in accordance with security policies.
		17.4.2 The Service Requirements for Vulnerability Management Services are listed below:
	2	General Requirements

Requirement No	Level	Requirement
08-03-01-001-05 (Common)		<p>The AMS Supplier shall adhere to the Security Content Automation Protocol (SCAP) suite of specifications when measuring, scoring and describing vulnerabilities, including but not limited to:</p> <p>i) CVE (Common Vulnerabilities and Exposures) identifiers for publicly known information security vulnerabilities;</p> <p>ii) CVSS (Common Vulnerability Scoring System) for scoring and measuring information security vulnerabilities; and</p> <p>iii) CCSS (Common Configuration Scoring System) for scoring and measuring the severity of Software security configuration issues.</p>
08-03-01-002-05 (Common)		NOT USED
08-03-01-003-05		NOT USED
08-03-01-009-01		The AMS Supplier shall monitor Vulnerability Notices, from their vendors and the SIAM Vulnerability Management Service for all products and services in the ICT Environments provided by the AMS Supplier and provide an impact assessment to the SIAM Supplier's Vulnerability Management Service within one (1) Working Day of the Vulnerability Notice being issued.
08-03-01-012-01		The AMS Supplier shall work and collaborate with the SIAM Supplier in the production and implementation of Resolution Plans, carrying out any activities that affect the AMS Supplier's Services in accordance with the Change and Evaluation Management Policies, Processes and Procedures.
08-03-01-015-01		The AMS Supplier shall produce reports each Service Reporting Period on the Vulnerability Management Service for the AMS Supplier's Services in a format to be agreed with the SIAM Supplier, and provide the report to the SIAM Supplier within five (5) Working Days of the end of the preceding Service Reporting Period.

Requirement No	Level	Requirement
08-03-01-016-01		<p>For every vulnerability the AMS Supplier has conducted an impact assessment for using CVSS they shall work and collaborate with Other FITS Suppliers to develop a Vulnerability Resolution Plan to mitigate the vulnerability and publish the plan to the SIAM Supplier's Vulnerability Management Service within:</p> <p>(i) three (3) Working Days for vulnerabilities rated as high - CVSS score greater than or equal to seven (7);</p> <p>(ii) ten (10) Working Days for vulnerabilities rated as medium - CVSS score greater than or equal four (4) but less than seven (7); and</p> <p>(iii) fifteen (15) Working for vulnerabilities rated as low - CVSS score less than four (4)</p>
	2	Security Patch Management
08-03-02-001-05 (Common)		The AMS Supplier shall comply with the Authority's Security Patch Management Policies, Processes and Procedures.
08-03-02-002-01		The AMS Supplier shall develop Security Patch Management Processes and Procedures for the AMS Service, in accordance with the SIAM Supplier's Security Patch Management Policies and submit these to the Authority within forty (40) Working Days prior to the AMS Supplier's Service Commencement Date, to decide Approval.
08-03-02-002-05 (Common)		NOT USED
08-03-02-005-01		The AMS Supplier shall work and collaborate with the SIAM Supplier to maintain the Security Patch Management Policies, Processes and Procedures for AMS Service.
08-03-02-008-01		The AMS Supplier shall produce reports each Service Reporting Period detailing their compliance with the Security Patch Management Policies, Processes and Procedures in a format to be agreed with the SIAM Supplier, and provide the report to the SIAM Supplier within five (5) Working Days of the end of the preceding Service Reporting Period.

Requirement No	Level	Requirement
08-03-02-010-01		The AMS Supplier shall work with the SIAM Supplier to produce Resolution Plans for non-compliance to the Security Patch Management Policies, Processes and Procedures.
08-03-02-012-01		NOT USED
08-03-02-014-01		The AMS Supplier shall work and collaborate with the SIAM Supplier to implement the Approved Resolution Plans within the agreed timescales.
	2	Protection against Malicious Software
08-03-03-001-05 (Common)		The AMS Supplier shall provide and maintain Malicious Software protection for the AMS Supplier's ICT Environment in accordance with the Authority's ICT Information Assurance (IA) Policies, Processes and Procedures.
08-03-03-002-05 (Common)		<p>The AMS Suppliers shall install GovCertUK signatures and recommended configuration including but not limited to:</p> <ul style="list-style-type: none"> (i) Attack Detection Signatures; (ii) Domain block lists; (iii) URL block lists; and (iv) IP block lists, <p>to detect and prevent attacks known by GovCertUK to target UK HMG systems.</p>
08-03-03-003-05 (Common)		The AMS Supplier shall ensure that updates for Malicious Software protection are distributed to and installed upon all Devices unless otherwise agreed to with the Authority within four (4) hours of public release of the updates and in accordance with the Change and Evaluation Management Policies, Processes and Procedures.

Requirement No	Level	Requirement
	2	Device Control
		Not applicable to AMS
		17.5 Security Incident Management
		17.5.1 The initiation, management, resolution, mitigation and reporting of security incidents, in compliance with security incident management policy and procedures.
		17.5.2 The Service Requirements for Security Incident Management Services are listed below:
	2	Identify and escalate security incidents
08-04-01-001-05		The AMS Supplier shall comply with the processes and procedures for the identification and escalation of Security Incidents and associated Problems in accordance with the Authority's IA Policy and SIAM Supplier's Security Incident Management Policies, Processes and Procedures.
08-04-01-002-05 (Common)		The AMS Supplier shall ensure that Security Alerts / Events are categorised by Severity / Priority level as defined in schedule 2.2 (Service Performance Management).
08-04-01-003-05		NOT USED
08-04-01-004-01		The AMS Supplier shall, on detection of a potential Security Incident affecting FITS ICT Environments, perform an initial investigation and work and collaborate with the SIAM Supplier to identify and categorise a Security Incident according to the Incident Severity and Priority definitions in schedule 2.2 (Service Performance Management).
08-04-01-006-01		The AMS Supplier shall support the SIAM Supplier in developing a TOR for Security Investigations for AMS Service.

Requirement No	Level	Requirement
08-04-01-009-01		The AMS Supplier shall work and collaborate with the Other Suppliers, as identified in the Dependencies Register and the Authority to produce the Security Incident Resolution Plan in the timescales specified in schedule 2.2 (Service Performance Management).
08-04-01-012-01		The AMS Supplier shall provide reports each Service Reporting Period to the SIAM Supplier on identified or escalated Security Incidents and associated Problems within five (5) Working Days of the end of the preceding Service Reporting Period, in a format to be agreed with the SIAM.
08-04-01-014-01		NOT USED
08-04-01-016-01		The AMS Supplier shall work and collaborate with the SIAM Supplier to implement the Approved Resolution Plans within the agreed timescales.
08-04-01-017-01		The AMS Supplier shall, at the request of the SIAM Supplier, provide the SIAM Supplier or the Authority with legally authorised surveillance access to the AMS Supplier's ICT systems and the Authority's data to assist in any investigation.
		17.6 Accreditation Management
		17.6.1 Accreditation Management is the management of the ongoing compliance with the HMG Information Security Standards, Security Policy Framework, and HMG IA guidance to achieve formal IA accreditation of FITS ICT systems.
		17.6.2 The Service Requirements for Accreditation Management Services are listed below:
	2	General Requirements

Requirement No	Level	Requirement
08-05-01-002-05 (Common)		The AMS Supplier shall produce information Risk Management documentation, including RMADS, compliance statements against the security controls objectives matrix and other associated evidence supporting Security Accreditation of the AMS Service, in accordance with the Authority's Accreditation Strategy and Accreditation Frameworks.
08-05-01-003-05 (Common)		The AMS Supplier shall work and collaborate with the SIAM Supplier to seek Authority Approval of Risk Treatment Plans, Security Cases and SecCOM Compliance Statements in respect of any of the AMS Service in accordance with the timescales agreed in the Security Management Plan.
08-05-01-004-05 (Common)		The AMS Supplier shall produce and maintain RMADS and supporting documentary evidence for the AMS Service in accordance with the Authority Accreditation Strategy and Authority Accreditation Frameworks and enable the Authority to make an initial Accreditation decision before the Service Commencement Date.
08-05-01-005-05 (Common)		The AMS Supplier shall produce and maintain Risk Treatment Plans, Security Cases and SecCOM Compliance Statements in respect of the risks identified in the HMG IAS1&2 Supplement Risk Assessments and Organisational Risk Assessment for the AMS Service in accordance with the timescales agreed in the Security Management Plan.
08-05-01-006-05 (Common)		The AMS Supplier shall implement the Approved Risk Treatment Plans in accordance with the Change and Evaluation Management Policies, Processes and Procedures.
08-05-01-009-01		The AMS Supplier shall complete a review of the RMADS and supporting documentation for which they are responsible and provide updates, where necessary, to the Security Accreditor and the SIAM Supplier within two (2) months prior to the expiry of the previous successful accreditation for Approval.
08-05-01-012-01		The AMS Supplier shall, if a significant change (as determined by the Authority) to the AMS Service has occurred, complete a review of the AMS Service of Threats and Risks to the systems for which they are responsible and provide the review to the SIAM Supplier within one (1) month of the significant change.
		17.7 Security Assurance

Requirement No	Level	Requirement
		17.7.1 The assurance that all security controls, whether technical, physical or procedural, are compliant with security policy and are compliant with the appropriate assurance requirements
		17.7.2 The Service Requirements for Security Assurance Services are listed below:
	2	Compliance and Assurance
08-06-01-001-05 (Common)		The AMS Supplier shall ensure their Services are Accredited to handle the appropriate Business Impact Levels and Protective Markings associated within communicating, storing, transferring and processing data by their Services by the Service Commencement Date.
08-06-01-002-05 (Common)		The AMS Supplier shall, where it is required to store cryptographic material in the provision of their services, provide an authorised custodian to protect the cryptographic material in accordance with HMG IAS4.
08-06-01-003-01		The AMS Supplier shall produce a report every three (3) Service Reporting Periods detailing their compliance to schedule 2.5 (Security Management Plan), and provide this report to the SIAM Supplier within five (5) Working Days of the end of the preceding three (3) Service Reporting Periods.
08-06-01-005-01		The AMS Supplier shall support the Authority and the SIAM Supplier in the process of the storage, deployment, renewal, disposal and accounting for controlled cryptographic material in accordance with the HMG Security Policy Framework and the Standards provided by the Authority.
		17.8 Information Security Audit
		17.8.1 Covers the identification of the specific criteria against which a security audit will be conducted, the need to ensure that the services are operated in accordance with all security policies, procedures and requirements and the provision of evidence of compliance in the event of an audit.

Requirement No	Level	Requirement
		17.8.2 The Service Requirements for Information Security Audit Services are listed below:
	2	General Requirements
08-07-01-001-05 (Common)		The AMS Supplier shall comply with the Authority's Information Security Audit Policies, Processes, Procedures and compliance criteria.
08-07-01-002-05 (Common)		The AMS Supplier shall allow access for the Authority to conduct an Information Security Audit at any time. The Authority will give reasonable notice for such audits where possible, but reserves the right to conduct such audits without notice when necessary.
08-07-01-005-01		The AMS Supplier shall conduct Information Security Audits in line with the Authority's Information Security Audit policies, procedures and compliance criteria for the Services they provide and report compliance status to the SIAM Supplier within one (1) month of the anniversary of the AMS Supplier's Effective Date.
08-07-01-007-01		The AMS Supplier shall produce a Resolution Plan with remediation timescales in accordance with the Authority Information Risk Policy Guidance, for AMS Service which are shown to be non compliant by an Information Security Audit. The Supplier shall provide this plan to the SIAM Supplier within ten (10) Working Days of receipt of their Information Security Audit report.
08-07-01-009-01		NOT USED
08-07-01-011-01		The AMS Supplier shall work and collaborate with the SIAM Supplier to implement the Approved Resolution Plans within the agreed timescales.
	2	Monitor and Manage Compliance
08-07-02-002-01		The AMS Supplier shall work and collaborate with the SIAM Supplier to ensure compliance with the Authority's Information Security Audit Policies, Processes, Procedures and compliance criteria.

Requirement No	Level	Requirement
08-07-02-004-01		The AMS Supplier shall provide to the SIAM Supplier reporting information for the Information Assurance Maturity Model (IAMM) in a format to be agreed with the SIAM Supplier on an annual basis with the date to be agreed with the SIAM Supplier.
		17.9 Protective Monitoring
		17.9.1 The implementation of technology to enable network monitoring as directed by the Security Tower Supplier. The provision to the Security Services tower provider of the relevant system log files and alerts to enable an effective protective monitoring service in compliance with good practice guide 13.
		17.9.2 The Service Requirements for Protective Monitoring Services are listed below:
	2	General Requirements
08-08-01-001-05		NOT USED
08-08-01-002-01		The AMS Supplier shall support the SIAM Supplier and the Security Protective Monitoring Supplier to deliver Protective Monitoring.

Requirement No	Level	Requirement
08-08-01-006-08		<p>The AMS Supplier shall host Devices and Software provided and managed by the Protective Monitoring Supplier including but not limited to:</p> <ul style="list-style-type: none"> i) NIDS; ii) Passive Network Taps; iii) management servers; iv) switches; v) firewalls; and vi) routers; <p>in support of the Protective Monitoring Service.</p>
08-08-01-008-08		<p>The AMS Supplier shall supply the SIAM Supplier with detailed logical and physical network diagrams that shall include details of all Configuration Items including but not limited to:</p> <ul style="list-style-type: none"> i) all Devices including type (including but not limited to: workstation; server; switch; router; firewall); ii) layer 2 VLAN information; iii) layer 3 IP subnet, routing and address information; and iv) protocol flows. <p>These diagrams shall be issued by the relevant Service Commencement Date for FITS Service. Should any Changes affect the accuracy of these diagrams, they shall be updated and re-issued within twenty (20) Working Days of that Change.</p>

Requirement No	Level	Requirement
08-08-01-021-08		The AMS Supplier shall ensure that no data in scope for Payment Card Industry Data Security Standard (PCI DSS) compliance is sent to the Protective Monitoring Supplier.
08-08-01-024-08		<p>The AMS Supplier shall adhere to the Security Content Automation Protocol (SCAP) suite of specifications when measuring, scoring and describing vulnerabilities, including but not limited to:</p> <ul style="list-style-type: none"> i) CVE (Common Vulnerabilities and Exposures) identifiers for publicly known information security vulnerabilities; ii) CVSS (Common Vulnerability Scoring System) for scoring and measuring information security vulnerabilities; and iii) CCSS (Common Configuration Scoring System) for scoring and measuring the severity of Software security configuration issues.
	2	Protective Monitoring Policy
08-08-02-006-08		The AMS Supplier shall produce a Protective Monitoring Policy for each ICT Environment they are responsible for within the standard template issued by the SIAM supplier and following the process and timescales detailed in the Authority Accreditation Framework.
08-08-02-009-08		The AMS Supplier shall work and collaborate with the SIAM Supplier to review the Protective Monitoring Policy for the Supplier ICT Environments in scope of that policy and provide review comments to the SIAM Supplier within five (5) Working Days of receipt.
	2	Protective Monitoring Service Configuration
08-08-03-003-08		The AMS Supplier shall ensure that Protective Monitoring Accounting Items for all Protectively Monitored Devices and Protectively Monitored Software are generated, captured and delivered to the Protective Monitoring Supplier.

Requirement No	Level	Requirement
08-08-03-010-08		The AMS Supplier shall install and configure the HIDS and Log Collection Software provided by the Protective Monitoring Supplier within the timescales agreed in the Implementation Plan or no later than thirty (30) Working Days following the Authority request. The Suppliers shall provision this Software as part of solutions to support the delivery of FITS Services and confirm within six (6) months of the Service Commencement Date.
08-08-03-013-08		The AMS Supplier shall work and collaborate with the Protective Monitoring Supplier for the purpose of connecting network monitoring or network IDS components to the Supplier's ICT Environment, including but not limited to deployment of Passive Network Taps.
08-08-03-019-08		The AMS Supplier shall work and collaborate with the SIAM Supplier to review the PMC Config document for the AMS Supplier's ICT Environment in scope of the PMC Config document.
	2	Protective Monitoring Accounting
08-08-04-003-08		<p>The AMS Supplier shall perform log management tasks for Devices and Configuration Items including but not limited to configuring and managing:</p> <ul style="list-style-type: none"> i) log retention; ii) log rotation; and iii) log generation.

Requirement No	Level	Requirement
08-08-04-004-08		The AMS Supplier shall ensure that the inbuilt event log management facilities of the underlying operating system of Protectively Monitored Devices is used to manage the operating system event logs, unless otherwise agreed with the Authority.
08-08-04-015-08		The AMS Supplier shall adhere to the Accounting Log format provided by the Protective Monitoring Supplier for any Specially Written Software which they produce, manage or maintain.
08-08-04-029-08		The AMS Supplier shall use Manual Accounting Processes to supplement the Protective Monitoring Service as agreed with the Authority.
	2	Protective Monitoring – Monitoring and Auditing
		Not applicable to AMS
	2	Protective Monitoring Tuning
08-08-06-002-08		The AMS Supplier will support the Protective Monitoring Supplier in performing tuning across the Protective Monitoring Service to reduce the number of false positive and false negative alerts and to optimise the collection and processing of Accounting Data.
	2	Protective Monitoring Reporting

Requirement No	Level	Requirement
08-08-07-004-08		The AMS Supplier shall work and collaborate with the SIAM Supplier to review and analyse Protective Monitoring reports and agree follow on actions for their respective Services within ten (10) Working Days of receipt.
	2	Protective Monitoring Incident Management
		Not applicable to AMS
	2	Protective Monitoring Remediation
08-08-09-003-08		The AMS Supplier shall work and collaborate with the Other Suppliers and the Authority to produce the Protective Monitoring Resolution Plan in the timescales agreed with the Authority.
08-08-09-008-08		The AMS Supplier shall implement the Approved Protective Monitoring Resolution Plan.
		17.10 IT Health Check
		17.10.1 To ensure the correct implementation of security functionality and to identify vulnerabilities in IT systems and networks, which may compromise confidentiality, integrity or availability of information on the systems or networks.
		17.10.2 The Service Requirements for the IT Health Check Services are listed below:
	2	General Requirements
08-09-01-002-01		The AMS Supplier shall support the SIAM Supplier and the Security IT Health Check Supplier to deliver IT Health Checks.

Requirement No	Level	Requirement
	2	CHECK Team
		Not applicable to AMS
	2	CHECK Strategy
08-09-03-004-06		The AMS Supplier shall review the Authority's CHECK Testing Strategy and send review comments to the SIAM Supplier within twenty (20) Working Days of receipt of the CHECK Testing Strategy.
08-09-03-010-06		The AMS Supplier shall review the Authority's CHECK Testing Roadmap and send review comments to the SIAM Supplier within twenty (20) Working Days of receipt.
	2	CHECK Scoping
08-09-04-002-06		The AMS Supplier shall notify the SIAM Supplier of a CHECK Test request via the Service Catalogue.
08-09-04-006-06		The AMS Supplier shall, at the request of the SIAM Supplier, work and collaborate with each other and the SIAM Supplier to produce the CHECK Test Statement of Requirements for their respective Check Test request within ten (10) Working Days of receipt of such documentation.
	2	CHECK Testing

Requirement No	Level	Requirement
08-09-05-006-06		<p>The AMS Supplier shall conduct activities required to support the CHECK Test as specified in the CHECK Scope, including but not limited to:</p> <ul style="list-style-type: none"> i) escorting CHECK team members; ii) arranging access to Authority Sites; iii) providing required documentation; iv) implement required system changes; and v) manage user accounts
	2	CHECK Reporting
		Not applicable to AMS
	2	CHECK Remediation
08-09-07-001-06		<p>On receipt of the CHECK Report, the AMS Supplier and Other Authority Providers shall work and collaborate with each other and the SIAM Supplier to produce the IT Health CHECK Resolution Plan for each individual finding in the CHECK Report within:</p> <ul style="list-style-type: none"> i) three (3) Working Days for vulnerabilities rated as high - CVSS score greater than or equal to seven (7); ii) ten (10) Working Days for vulnerabilities rated as medium - CVSS score greater than or equal four (4) but less than seven (7); and iii) fifteen (15) Working Days for vulnerabilities rated as low - CVSS score less than four (4).
08-09-07-007-06		The AMS Supplier shall implement the Approved CHECK Resolution Plan.

Requirement No	Level	Requirement
		17.11 Digital Forensics
		17.11.1 The process of uncovering and interpreting electronic data whilst preserving evidence in its most original form, to support a structured investigation by collecting and identifying and validating the digital information for the purpose of reconstruction past events.
		17.11.2 The Service Requirements for Digital Forensics Services are listed below:
	2	General Requirements
08-10-01-002-01		The AMS Supplier shall support the SIAM Supplier and the Security Digital Forensics Supplier to deliver Digital Forensics.
08-10-01-006-07		The AMS Suppliers shall adhere to CESG Good Practice Guide 18 and CESG Implementation Guide 18 with regard to Forensic Readiness Policies and Forensic Readiness planning.
	2	Digital Forensic Consultancy
		Not applicable to AMS
	2	Digital Forensic Readiness Policy
		Not applicable to AMS
	2	Digital Forensic Training

Requirement No	Level	Requirement
08-10-04-007-07		The AMS Supplier shall deliver Digital Forensic training material distributed by the SIAM Supplier and produced by the Digital Forensics Supplier to all AMS Supplier Personnel within forty (40) Working Days of their Effective Date.
08-10-04-009-07		The AMS Supplier shall ensure that the Digital Forensic training material distributed by the SIAM Supplier and produced by the Digital Forensics Supplier is delivered to all AMS Supplier Personnel within fifteen (15) Working Days of the start of their employment term on the FITS Agreement and annually thereafter.
	2	Digital Forensic Planning
08-10-05-004-07		The AMS Supplier shall work and collaborate with the SIAM Supplier to make a recommendation to the Authority on the requirement for a Forensic Readiness Plan following the process and timescales detailed in the Authority Accreditation Framework.
08-10-05-009-07		The AMS Supplier shall produce Forensic Readiness Plans in accordance with the Authority's Forensic Readiness Policy and send to the SIAM Supplier within twenty (20) Working Days of the Authority approving the requirement for a Forensic Readiness Plan.
	2	Digital Forensic Incident Management
08-10-06-005-07		The AMS Supplier shall adhere to the SIAM-managed process for initiating a Digital Forensic Investigation.
	2	Digital Forensic Investigations

Requirement No	Level	Requirement
08-10-07-002-07		<p>The AMS Suppliers shall support the SIAM Supplier in developing Terms of Reference (ToR) for Digital Forensic Investigations for the AMS Service within:</p> <ul style="list-style-type: none"> i) one (1) Working Days for Severity one (1) incidents; ii) three (3) Working Days for Severity two (2) incidents; and iii) five (5) Working Days for Severity three (3) incidents.
08-10-07-011-07		<p>The AMS Supplier shall provide support to Approved Digital Forensic Investigations, including but not limited to access to:</p> <ul style="list-style-type: none"> i) Authority Sites; ii) Suppliers' Sites; iii) documentation; and iv) technical specialists.
	2	Digital Forensic Reporting
08-10-08-004-07		<p>The AMS Suppliers shall work and collaborate with the SIAM Supplier to review and agree the Digital Forensic reports within five (5) Working Days of receipt of the Digital Forensic Report from the Digital Forensics Supplier and send to the Authority for Approval.</p>
	2	Digital Forensic Remediation

Requirement No	Level	Requirement
08-10-09-002-07		<p>On receipt of the Digital Forensic report from the SIAM Supplier, the AMS Supplier shall develop for Approval a Digital Forensic Resolution Plan for each individual finding in the Digital Forensic Report within:</p> <p>i) three (3) Working Days for vulnerabilities rated as high - CVSS score greater than or equal to seven (7);</p> <p>ii) ten (10) Working Days for vulnerabilities rated as medium - CVSS score greater than or equal four (4) but less than seven (7); and</p> <p>iii) fifteen (15) Working Days for vulnerabilities rated as low - CVSS score less than four (4).</p>
08-10-09-007-07		The AMS Supplier shall implement the Approved Digital Forensics Resolution Plans.
		17.12 Connection Criteria
		17.12.1 Connection Criteria shall ensure compliance with any applicable third party agreement for connecting networks.
		17.12.2 The Service Requirements for Connection Criteria Services are listed below:
	2	Compliance
08-11-01-001-05 (Common)		NOT USED
08-11-01-002-01		The AMS Supplier shall, for all Connections used in the provision of the AMS Service, operate those Connections in compliance with the relevant Connection Criteria and produce and maintain in line with the obligations documented in the Connection Criteria.

Requirement No	Level	Requirement
08-11-01-003-01		The AMS Supplier shall, for all Connections used in the provision of the AMS Service, produce and maintain and provide to the SIAM Supplier compliance statements and supporting documentary evidence in line with the obligations documented in the Connection Criteria.
08-11-01-006-01		The AMS Supplier shall, for the FITS Services they provide, alert the SIAM Supplier within one (1) Working Day where any Connection is non-compliant with its Connection Criteria and work with the SIAM Supplier to produce appropriate Resolution Plans.
08-11-01-008-01		The AMS Supplier shall, for any non-compliant Connections within the FITS Services they provide, cooperate with the SIAM Supplier to implement the Approved Resolution Plans within the agreed timescales.
		17.13 Information Security Risk Management
		17.13.1 Information Security Risk Management covers integration of Information Security Management with the wider Risk Management service. It provides the reporting structure, escalation paths and Stakeholder communication between Information Security Management service and Risk Management.
		17.13.2 The Service Requirements for Information Security Risk Management Services are listed below:
	2	General Requirements
08-12-01-001-01		The AMS Supplier shall comply with the Authority's Information Security Risk Management Policies and the SIAM Supplier's Information Security Risk Management Processes and Procedures.
08-12-01-002-01		The AMS Supplier shall cooperate with the SIAM Supplier in any review as a result of the AMS Supplier's non-compliance with the Authority's Information Security Risk Management Policies or the SIAM Supplier's Information Security Risk Management Processes and Procedures and implement any required corrective action.

Requirement No	Level	Requirement
		18. END USER SERVICES
		18.1 End User Device
		18.1.1 Is the provision of devices to End Users to support them in their business roles, the environment(s) in which they are operating and the data or systems with which they will be interacting. The provision of devices to End Users to support them in their business roles, the environment(s) in which they are operating and the data or systems with which they will be interacting.
		18.1.2 The Service Requirements for End User Device Services are listed below:
	2	Client Devices
09-01-01-001-05		NOT USED
09-01-01-002-05		NOT USED
	2	Mobile Client Devices
09-01-02-001-05		NOT USED
09-01-02-008-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to ensure that Mobile Client Devices can access the FITS Services.
09-01-02-014-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to compile a list of FITS Services that can be consumed by End Users when using Mobile Client Devices that are not connected to the ICT Environment.

Requirement No	Level	Requirement
	2	Client Builds
09-01-03-002-02		The AMS Supplier shall work and collaborate with the Authority, Other Suppliers as identified in the Dependencies Register and Other Authority Providers where appropriate to agree the components they require included in the Client Builds in order to deliver the EUCS Supplier's components of the End to End Services.
	2	Peripheral Equipment
09-01-04-007-02		The AMS Suppliers shall work and collaborate with the EUCS Supplier to ensure that all Peripheral Equipment used to deliver the End to End Services is Fully Functional.
		18.2 Presentation and Provisioning
		18.2.1 This covers both the Client presentation, the customisation and look and feel of the client user interface, and the delivery of Client Software and Applications to a Client Device.
		18.2.2 The Service Requirements for Presentation and Provisioning Services are listed below:
	2	Client Presentation and Personalisation
09-02-01-001-05		NOT USED
09-02-01-010-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to ensure that End Users are able to access the FITS Services via Client Devices.
	2	Provision of Client Software and Business Applications
09-02-02-006-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to deploy, support and maintain the Software on Client Devices as necessary for the delivery of the AMS Service.

Requirement No	Level	Requirement
		18.3 Telephony Devices
		18.3.1 Telephone devices for the use of end users.
		18.3.2 The Service Requirements for Telephony Device Services are listed below:
	2	Fixed Telephony Devices
		Not applicable to AMS
	2	Mobile Telephony Devices
		Not applicable to AMS
	2	Pager Devices
		Not applicable to AMS
		18.4 Document Copy and Print
		18.4.1 Printing, scanning, and facsimile services provided to End Users.
		18.4.2 The Service Requirements for Document Copy and Print Services are listed below:
	2	Print Services
09-04-01-001-05		NOT USED

Requirement No	Level	Requirement
09-04-01-002-05		NOT USED
09-04-01-003-05		NOT USED
09-04-01-004-05		NOT USED
09-04-01-005-05		The AMS Supplier shall work and collaborate with the EUCS Supplier to ensure that the EUCS Supplier's Print Service is Fully Functional for Business Applications.
09-04-01-008-09		The AMS Supplier shall work and collaborate with the Print Supplier to develop a Print Policy which shall be provided to the Authority within two (2) months of the Print Supplier Effective Date to decide Approval.
09-04-01-017-09		The AMS Supplier shall work and collaborate with the Print Supplier to support printing from End to End Services, Applications, and Business Applications that submit print requests via a service account or directly to the Print Device.
09-04-01-019-09		The AMS Supplier shall work and collaborate with the Print Supplier to ensure that printing over the ICT Environments is designed and configured to deliver the Print Service without impacting the delivery of other FITS Services.
	2	Scanning Services
09-04-02-001-05		The AMS Supplier shall work and collaborate with the EUCS Supplier to ensure that the EUCS Supplier's Scanning Service is Fully Functional for Business Applications.
	2	Facsimile Service
09-04-03-001-05		The AMS Supplier shall work and collaborate with the EUCS Supplier to ensure that the EUCS Supplier's Facsimile Service is Fully Functional for Business Applications.

Requirement No	Level	Requirement
09-04-03-012-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to ensure that the EUCS Supplier's Facsimile Service is Fully Functional for use by End Users and other Services
		18.5 Training
		18.5.1 Services to provide training to End Users in the use of ICT Services provided by the Supplier.
		18.5.2 The Service Requirements for Training are listed below:
	2	General Requirements
09-05-01-001-05		The AMS Supplier shall provide, maintain and support Business Applications within training environments, including but not limited to training suites located at Authority Sites.
09-05-01-002-05		The AMS Supplier shall work with the Other Suppliers as identified in the Dependencies Register and Other Authority Providers, to ensure that any Software as applicable, that is required in the training environments, is Fully Functional.
09-05-01-003-05		The AMS Supplier shall develop training material to provide guidance to End Users in the use of AMS Services, and shall provide this to the Authority no less than thirty (30) Working Days prior to each Service Commencement Date to decide Approval.
09-05-01-004-02		The AMS Supplier shall work with the EUCS Supplier to ensure that any Device or Software as applicable, that is required in the training Environments, is Fully Functional.
09-05-01-004-05		The AMS Supplier shall make the Approved training material available through the SKMS within one (1) day of Approval.
09-05-01-005-05		NOT USED

Requirement No	Level	Requirement
		18.6 Assistive Technology
		18.6.1 Provision of devices, Peripheral Equipment, and Software to support Assistive Technology End Users.
		18.6.2 The Service Requirements for Assistive Technology are listed below:
	2	General Requirements
09-06-01-001-05		The AMS Supplier shall ensure that changes to Business Applications will adhere to the Authority's Assistive Technology Policies, unless otherwise agreed with the Authority.
09-06-01-002-05		The AMS Supplier shall ensure that the AMS Service used to deliver Assistive Technology services are tested in accordance with the provisions of the Authority Test Strategy and Testing Policies, Processes and Procedures to ensure compatibility with the FITS Services prior to installation.
09-06-01-003-05		The AMS Supplier shall work and collaborate with the EUCS Supplier to ensure that all Assistive Technology Software is tested in advance of implementation and in accordance with the Authority's requirements for Service Validation and Testing in this schedule to ensure compatibility with the FITS Services.
		19. TECHNICAL INFRASTRUCTURE SERVICES
		19.1 Environments
		19.1.1 The provision of a range of ICT Environments to support the testing and delivery of services to support FITS Services. Current services are provisioned with different levels of security administered and include:
		(a) Access IL4 systems and data from appropriate devices;

Requirement No	Level	Requirement
		(b) Access to IL3 systems and data from appropriate devices;
		(c) Access to selected IL2/1/0 systems and data from appropriate devices;
		(d) Access to selected End to End Services over the internet; and
		(e) Provision and management of environments to support testing
		(f) The Service Requirements for Environment Services are listed below:
	2	Live Environments
10-01-01-001-05		<p>The AMS Supplier shall provide, maintain and support Live Environments to support the delivery of AMS Services including but not limited to:</p> <ul style="list-style-type: none"> i) Management Environments; and ii) Operational Environments.
10-01-01-002-05		<p>The AMS Supplier shall work and collaborate with Other Suppliers as identified in the Dependencies Register and Other Authority Providers to provide, maintain and support Live Environments to support the delivery of End to End Services including but not limited to:</p> <ul style="list-style-type: none"> i) Management Environments; and ii) Operational Environments
10-01-01-003-04		The AMS Supplier shall work and collaborate with the Network Supplier, to ensure Live Environments for delivery of the FITS Services are Fully Functional.

Requirement No	Level	Requirement
10-01-01-003-05		The AMS Supplier shall ensure that, unless otherwise agreed with the Authority, the AMS Supplier's Live Environments are delivered in accordance with schedule 2.2 (Service Performance Management), schedule 2.3 (Standards), schedule 2.5 (Security Management Plan), and the SIAM Supplier's Operational Processes and Procedures.
10-01-01-008-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to provide, maintain and support Live Environments to support the delivery of End to End Services including but not limited to: (i) Management Environments; and (ii) Operational Environments
10-01-01-008-03		The AMS Supplier shall only use Hosting components available through the Service Catalogue for services delivered by the Hosting Supplier unless otherwise agreed by the Authority.
	2	Non Live Environments
10-01-02-001-05		The AMS Supplier shall work and collaborate with the Other Suppliers as identified in the Dependencies Register to establish the necessary Non Live Environments when required to support the delivery of FITS Services.
10-01-02-002-05		NOT USED
10-01-02-003-04		The AMS Supplier shall work and collaborate with the Network Supplier, to establish Non Live Environments when required to support the delivery of FITS Services.
10-01-02-003-05		The AMS Supplier shall ensure that the data held in Non-Live Environments is representative of data held in Live Environment and complies with the Authority's ICT Information Assurance (IA) Policies, Processes and Procedures.

Requirement No	Level	Requirement
10-01-02-004-05		NOT USED
10-01-02-005-05		The AMS Supplier shall ensure that the AMS components of the Non Live Environments are a replica of the AMS Services delivered by the AMS Supplier in the Live Environment unless otherwise agreed with the Authority.
10-01-02-006-05		NOT USED
10-01-02-007-05		The AMS Supplier shall ensure that, unless otherwise agreed with the Authority, the AMS Supplier's components of the Non Live Environments are delivered in accordance with schedule 2.2 (Service Performance Management), schedule 2.3 (Standards), schedule 2.5 (Security Management Plan), and the SIAM Supplier's Operational Processes and Procedures.
10-01-02-008-03		The AMS Supplier shall only use Hosting components available through the Service Catalogue for services delivered by the Hosting Supplier unless otherwise agreed by the Authority.
10-01-02-008-05		The AMS Supplier shall make the AMS components of the Non Live Environments available to Other Suppliers as identified in the Dependencies Register to enable support of their FITS Services.
10-01-02-009-05		The AMS Supplier shall work and collaborate with the Network Supplier to deliver FITS Services from Non Live Environments to nominated Authority Sites in accordance with the Authority's IA Policies.
		19.2 Centralised Platform Services
		19.2.1 The provision of Hosting Services from an appropriate number of data-centres in alignment with Government ICT Strategy. The characteristics of Centralised Platform Services include, but will not be limited to;
		(a) Traditional data-centre hosting services;

Requirement No	Level	Requirement
		(b) Infrastructure as a Service;
		(c) Platform as a Service;
		(d) Cloud type services;
		(e) Automation of the provision and operation of Services;
		(f) Rapidly provisioned components in order to meet changes in demand;
		(g) Metered Services, where the Hosting Supplier invoices the Authority only for ICT Environments that are in active use; and
		(h) Proposal of new technologies to lower the costs of Hosting Services, whilst maintaining or improving the performance of FITS Services.
		19.2.2 Virtualisation and Shared Platform Services, includes, but is not limited to:
		(a) Virtualised ICT Environments with allocated resources which are independent from the underlying physical infrastructure; and
		(b) Shared ICT Environments where two or more components of the Hosting Service share resources.
		19.2.3 Presentation Services are those with direct interaction with End Users.
		19.2.4 Web Hosting, Middleware and Database Services are the components of the multi-tier architectures typical of Hosting Services.

Requirement No	Level	Requirement
		19.2.5 Midrange and Mainframe Services encompass those Services that rely on specialist or proprietary hardware and operating systems.
		19.2.6 High Availability Services are typically those that are intolerant of outages during Service Hours and use hardware and/or Software within a single location or across two or more data-centres to mitigate against outages.
		19.2.7 Service Requirements for AMS elements of Centralised Platform Services are listed below:
	2	General Requirements
10-02-01-001-05		NOT USED
10-02-01-002-05		The AMS Supplier shall provide, maintain and support Business Applications hosted on Centralised Platform Services.
10-02-01-012-03		The AMS Supplier shall work and collaborate with the Hosting Supplier to establish the necessary Centralised Platform Services to support the delivery of FITS Services.
10-02-01-014-03		The AMS Supplier shall work and collaborate with the Hosting Supplier to reduce the number of server instances across the Hosting Service, where possible consolidating tasks from dedicated servers to Shared Hosting or Multi-Tenanted services.
	2	Server Builds
		Not applicable to AMS

Requirement No	Level	Requirement
	2	Virtualisation and Shared Platform Services
		Not applicable to AMS
	2	Presentation Services
10-02-04-001-05		The AMS Supplier shall provide, maintain and support Presentation Services for the delivery of Business Applications to Users.
10-02-04-002-05		The AMS Supplier shall provide Presentation Services support procedures for Approval by the Authority for Business Applications within twenty (20) Working Days prior to the AMS Service Commencement Date.
10-02-04-003-05		The AMS Supplier shall provide the Presentation Services in accordance with the Approved support procedures.
	2	Middleware Services
10-02-05-001-05		The AMS Supplier shall provide, maintain and support Middleware Services for the delivery of Business Applications to Users.
10-02-05-002-05		The AMS Supplier shall provide Middleware Services support procedures for Approval by the Authority for Business Applications within twenty (20) Working Days prior to the AMS Service Commencement Date.
10-02-05-004-05		The AMS Supplier shall provide the Middleware Services in accordance with the Approved support procedures.
10-02-05-005-05		NOT USED

Requirement No	Level	Requirement
10-02-05-008-05		The AMS Supplier shall actively work and collaborate with Other Suppliers as identified in the Dependencies Register, to improve the efficiency of Middleware Services, including, but not limited to, reduction in the number of separate instances of Middleware and consolidation to Shared Service Platforms.
	2	Database Services
10-02-06-001-05		The AMS Supplier shall provide, maintain and support Database Services for the delivery of Business Applications.
10-02-06-004-05		The AMS Supplier shall actively work and collaborate with Other Suppliers as identified in the Dependencies Register, to consolidate Database instances to Shared Service Platforms.
10-02-06-006-05		The AMS Supplier shall provide the Database Management Services with the Approved Database Management support procedures.
10-02-06-008-05		The AMS Supplier shall work and collaborate with the Other Suppliers as identified in the Dependencies Register, and Other Authority Providers to develop Database Services for the delivery of Business Applications.
	2	Web Hosting Services
10-02-07-001-05		NOT USED
10-02-07-002-05		NOT USED
10-02-07-003-05		NOT USED
10-02-07-004-05		NOT USED
10-02-07-005-05		NOT USED

Requirement No	Level	Requirement
10-02-07-006-05		NOT USED
10-02-07-007-05		NOT USED
10-02-07-008-05		NOT USED
	2	Midrange Services
		Not applicable to AMS
	2	Mainframe Services
		Not applicable to AMS
	2	High Availability Services
10-02-10-001-05		NOT USED
		19.3 Distributed Platform Services
		19.3.1 Distributed Platform Services is the provision of services to support infrastructure deployed into Local Server Rooms.
		19.3.2 The Service Requirements for AMS elements of Distributed Platform Services are listed below:
	2	General requirements
10-03-01-001-05		The AMS Supplier shall work and collaborate with the EUCS Supplier to establish the necessary Distributed Platform Services to support the delivery of AMS Services.

Requirement No	Level	Requirement
10-03-01-002-02		The AMS Supplier will provide and maintain the Application Install Guides that document the tasks and operations necessary for the EUCS Supplier to host the Business Applications, or their components thereof, on Distributed Platforms in Local Server Rooms.
10-03-01-002-05		The AMS Supplier shall work and collaborate with the EUCS Supplier in the provision of Information Lifecycle Management services to archive Business Application data in accordance with the Authority's Information Lifecycle Management Policy and the SIAM Suppliers' Information Lifecycle Processes and Procedures.
10-03-01-003-02		The AMS Supplier will develop and maintain the Application Support and Run Manuals that document the operational tasks that the EUCS Supplier will be required to carry out on the Business Applications, or their components thereof, that are hosted on Distributed Platforms in Local Server Rooms.
10-03-01-004-05		NOT USED
10-03-01-005-05		NOT USED
	2	Server Builds
10-03-02-002-02		The AMS Supplier shall work and collaborate with the EUCS Supplier in the creation of Server Builds to support the hosting of Business Application on Distributed Platforms.
	2	Virtualisation and Shared Platform Services
		Not applicable to AMS
	2	Presentation Services
10-03-04-001-05		The AMS Supplier shall provide, maintain and support Presentation Services for the delivery of Business Applications to Users.

Requirement No	Level	Requirement
10-03-04-002-05		The AMS Supplier shall provide Presentation Services support procedures for Approval by the Authority for Business Applications within twenty (20) Working Days prior to the AMS Service Commencement Date.
10-03-04-003-05		The AMS Supplier shall provide the Presentation Services in accordance with the Approved support procedures.
	2	Middleware Services
10-03-05-001-05		The AMS Supplier shall provide, maintain and support Middleware Services for the delivery of Business Applications to Users.
10-03-05-002-05		The AMS Supplier shall provide Middleware Services support procedures for Approval by the Authority for Business Applications within twenty (20) Working Days prior to the AMS Service Commencement Date.
10-03-05-003-05		The AMS Supplier shall provide the Middleware Services in accordance with the Approved support procedures.
	2	Database Services
10-03-06-001-05		The AMS Supplier shall provide, maintain and support Database Services for the delivery of Business Applications.
10-03-06-002-05		The AMS Supplier shall provide Database Management support procedures for Approval by the Authority for Business Applications within twenty (20) Working Days prior to the AMS Service Commencement Date.
10-03-06-003-05		The AMS Supplier shall provide the Database Management Services in accordance with the Approved support procedures.

Requirement No	Level	Requirement
	2	Web Hosting Services
		Not applicable to AMS
	2	Midrange Services
		Not applicable to AMS
	2	High Availability Services
		Not applicable to AMS
		19.4 Storage
		19.4.1 Storage refers to Devices used to retain and retrieve data; examples include, but are not limited to;
		(a) Storage area networks;
		(b) Network attached storage;
		(c) Directly attached disc; and
		(d) Tape libraries.
		19.4.2 The Storage Devices shall provide the capability of servicing the different performance and cost requirements of the Hosted Services including, but not limited to:
		(a) File Stores; and

Requirement No	Level	Requirement
		(b) Databases.
		19.4.3 The Hosting supplier shall provide Storage with the capability to automatically move data to lower cost Storage in a manner that is transparent and without interruption to the FITS Service that rely on the Storage. Examples may include, but are not limited to:
		(a) Hierarchal Storage Management; and
		(b) Tiered Storage.
		19.4.4 The Service Requirements for Storage Services are listed below:
	2	General Requirements
		Not applicable to AMS
	2	Unstructured Data Services / File Store
10-04-02-001-05		The AMS Supplier shall work and collaborate with the EUCS Supplier to develop Unstructured Data Services / File Store for the delivery of Business Applications.
10-04-02-004-03		The AMS Supplier shall work and collaborate with the Hosting Supplier to develop Unstructured Data Services / File Store for the delivery of Business Applications.
	2	Structured Data Services
10-04-03-003-03		The AMS Supplier shall work and collaborate with the Hosting Supplier to develop Structured Data Services for the delivery of Business Applications.

Requirement No	Level	Requirement
		19.5 Bulk Print
		19.5.1 The services that support the fulfilment of large volume print jobs.
		19.5.2 The Service Requirements for Bulk Print are listed below:
	2	General requirements
10-05-01-001-05		The AMS Supplier shall work and collaborate with the Print Supplier to ensure that Bulk Printing for Business Applications remain Fully Functional.
		19.6 Backup and Recovery services
		19.6.1 The provision of systems for retention and retrieval of data without loss of fidelity, if for any reason the original of the data becomes unavailable.
		19.6.2 The Service Requirements for Backup and Recovery Services are listed below:
	2	General requirements
10-06-01-001-05		The AMS Supplier shall produce Backup and Recovery support procedures for Business Applications not less than Thirty (30) Working Days before Service Commencement Date for Approval by the Authority.
10-06-01-004-05		The AMS Supplier shall work and collaborate with the Hosting Supplier to produce Backup and Recovery support procedures for Business Applications not less than Thirty (30) Working Days before Service Commencement Date for Approval by the Authority..

Requirement No	Level	Requirement
10-06-01-005-05		The AMS Supplier shall work and collaborate with the EUCS Supplier to produce Backup and Recovery support procedures for Business Applications not less than Thirty (30) Working Days before Service Commencement Date for Approval by the Authority..
10-06-01-006-05		The AMS Supplier shall make Backup and Recovery support procedures for Business Applications available through the SKMS within three (3) months of the Service Commencement Date.
	2	Self Service Data Retrieval
		Not applicable to AMS
		19.7 Archive Services
		19.7.1 The provision of automatic systems for retention, retrieval and disposal of digital data in accord with the Authority Information Lifecycle Management (ILM) Policy. This service is distinct from the Backup and Recovery Services which may or may not be relevant within an overall strategy of availability.
		19.7.2 Mechanisms to archive, recover and delete material should be a combination of automatic (for example, automatic archive based on defined rules) and self service (i.e. at End User instigation) so minimising the needs of End Users to contact the service desk.
		19.7.3 The benefit of this service to the Authority is as follows:
		(a) Provides for, automatic retention, recovery and deletion of digital data from the Storage, according to the ILM Policy; and

Requirement No	Level	Requirement
		(b) Potential for cost effective Storage of archive material through the automatic use of Storage hierarchies of decreasing cost.
		19.7.4 The Service Requirements for Archive Services are listed below:
	2	General Requirements
10-07-01-001-05		The AMS Supplier shall provide, maintain and manage an Archive Service for Business Application in line with the Information Management Lifecycle Policy.
	2	File Archiving Service
		Not applicable to AMS
		19.8 Data Management
		19.8.1 The provision of service for enforcement of the Information Lifecycle Management Policy, including, but not limited to, creation and management of master data, meta-data, schema and any other types of associated data.
		19.8.2 The Service Requirements for Data Management are listed below:
	2	Information Lifecycle Management
10-08-01-001-05		The AMS Supplier shall manage the Data within the Business Applications in accordance with the Authority's Information Lifecycle Management Policy and the SIAM Supplier's Information Lifecycle Processes and Procedures.

Requirement No	Level	Requirement
10-08-01-002-05		The AMS Supplier shall support the SIAM Supplier in the creation and maintenance of the Information Lifecycle Management Processes and Procedures.
10-08-01-004-03		The AMS Supplier shall work and collaborate with the Hosting Supplier in the provision of Information Lifecycle Management services to archive Business Application data in accordance with the Authority's Information Lifecycle Management Policy and the SIAM Suppliers' Information Lifecycle Processes and Procedures.
		19.9 Software Readiness Services
		19.9.1 The preparation of software, applications, components (or a combination of any or all of these), in readiness for provisioning to End Users and / or Client Devices. Examples of this would be packaging / wrapping / or sequencing of software in order to remotely install or stream applications to clients or servers.
		19.9.2 The Service Requirements for Software Readiness Services are listed below:
	2	General Requirements
10-09-01-001-05		When the AMS Supplier needs to use the Software Readiness service provided by the EUCS Supplier, they shall request it via the FITS Service Catalogue.
10-09-01-005-02		The AMS Supplier shall use the Software Readiness Service to enable their Software to be deployed into the EUCS Supplier's ICT Environment.
10-09-01-005-03		The AMS Supplier shall comply with the Hosting Service Software Readiness Policies, Processes and Procedures for provisioning Business Applications into the Hosting Supplier's ICT Environment, unless otherwise agreed with the Authority.

Requirement No	Level	Requirement
10-09-01-009-02		The AMS Supplier shall comply with the EUCS Supplier's Policies, Processes and Procedures for provisioning Software.
		19.10 Local Server Rooms
		19.10.1 Local Server Room provides and maintains the infrastructure around local and distributed data rooms and communications rooms and will be managed by the EUCS Supplier.
		19.10.2 The Service Requirements for Local Server Room are listed below:
	2	General Requirements
10-10-01-009-11		The AMS Supplier shall work and collaborate with the WAN and LAN Supplier to provide, maintain and support their equipment with the Local Server Room in accordance with the WAN and LAN Supplier's Policies, Processes and Procedures for Local Server Rooms.
10-10-01-012-11		The AMS Supplier shall agree with the WAN and LAN Supplier the racking to be provided by the WAN and LAN Supplier for [TOWER] Devices in Local Server Rooms.
10-10-01-013-11		The AMS Supplier shall be responsible for provision of all equipment required and working collaboratively with the WAN and LAN Supplier to ensure: (i) installation of their equipment in the assigned rack space and provision of power cables to connect the equipment to power distribution in the rack; (ii) provision and installation of patch cables from their equipment to the LAN patch panel; (iii) provision of any keyboard, mouse, video or other equipment required to manage the equipment in the rack.
		19.11 Data Centre Facilities Service

Requirement No	Level	Requirement
		19.11.1 The provision, maintenance and support of physical environments with the appropriate power, cooling, security and technical capability with the capability to deliver the Services required by the Authority.
		19.11.2 The Data Centre Facilities Service includes the physical Data Centre space that shall be provided by the Data Centre Supplier, which will offer amenities that include but are not limited to:
		(a) Separation of the facilities, such that the risk of concurrent loss of both facilities is very low; loss includes, but is not limited to natural or man-made disaster;
		(b) Capability to allow Synchronous replication between the facilities;
		(c) Green credentials - Compliance with the latest version of the EU Code of Conduct on Data Centres Energy Efficiency to help attain the Greening Government ICT Strategy;
		(d) Equivalence to Uptime Institute Tier 3; and
		(e) Ability to host data marked CONFIDENTIAL – i.e. ListX.
		19.11.3 The Data Centre Supplier shall provide the Data Centre Facilities Service for use by the Hosting Supplier and Other Suppliers.
		19.11.4 The Service Requirements for Data Centre Facilities Service are listed below:
	2	General Requirements
10-11-01-002-05		NOT USED

Requirement No	Level	Requirement
10-11-01-003-05 (Common)		NOT USED
10-11-01-004-05		NOT USED
10-11-01-026-10		NOT USED
10-11-01-028-10		The AMS Supplier shall request the Data Centre Supplier's Data Centre Facility Services from the FITS Service Catalogue unless otherwise agreed by the Authority.
10-11-01-031-10		The AMS Supplier making use of the Data Centre Facilities shall comply with the Data Centre Supplier's Data Centre Facilities Service Standards, Policies, Processes and Procedures.
10-11-01-048-10		The AMS Supplier shall ensure personnel attend the Data Centre Supplier's training courses prior to their commencement of work at the Data Centre Facility.
		19.12 Directory Services
		19.12.1 Not used.
		19.12.2 The benefits of this service to the Authority are as follows:
		(a) A single efficient, fit for purpose Directory Service for the Authority;
		(b) Enables such facilities as consolidated contacts directories for messaging and calendaring; and
		(c) Provides a centralised, consistent view of identity for authentication, authorisation, accounting and audit purposes.
		19.12.3 The Service Requirements for Directory Services are listed below:

Requirement No	Level	Requirement
	2	General Requirements
10-12-01-001-05		The AMS Supplier shall work and collaborate with the EUCS Supplier to ensure that the AMS Services Application Directories are integrated with EUCS Directory Services or synchronised with Identity and Access Management as agreed with the Authority.
10-12-01-010-04		NOT USED
10-12-01-011-04		NOT USED
10-12-01-012-02		The AMS Supplier may request via the FITS Service Catalogue that the EUCS Supplier makes available to them the Directory Services either for existing Services or in order to commission additional Services that will rely on the Directory Services.
10-12-01-027-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to define the delegated privileges and access to Infrastructure Directories provided by the EUCS Supplier required to support the delivery of FITS Services.
10-12-01-028-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to define identity attributes for inclusion in Master or Infrastructure Directories to support the delivery of FITS Services.
10-12-01-030-02		NOT USED
10-12-01-031-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to define identity attributes for inclusion in Master or Infrastructure Directories to support the delivery of FITS Services.
10-12-01-032-02		The AMS Supplier shall comply with the EUCS Supplier's Directory Services Policies, Processes and Procedures in the provision or integration of Directory Services.

Requirement No	Level	Requirement
10-12-01-034-02		The AMS Supplier shall work and collaborate with the EUCS Supplier if they require the use of the EUCS Supplier's single sign on capability to support the AMS Service where they authenticate against the EUCS Infrastructure Directory.
10-12-01-035-02		NOT USED
		19.13 Identity and Access Management
		19.13.1 Identity and Access Management provides the Identity management, and consequent Authentication and Authorisation (A&A) for all AMS Services. It relies on the Directory Service as a source of that Identity information.
		19.13.2 Not used.
		19.13.3 The Service Requirements for Identity and Access Management Services are listed below:
	2	General Requirements
10-13-01-001-05 (Common)		The AMS Supplier shall implement and enforce the Authority's Password Management Policy for the AMS Service, unless otherwise agreed with the Authority.
10-13-01-033-02		The AMS Supplier shall work and collaborate with the EUCS Supplier where they require the use of the EUCS Supplier's Identity and Access Management Service to support the Authority's Access Management Policy and the SIAM Supplier's User Administration Policy.
10-13-01-041-02		The AMS Supplier shall comply with the EUCS Supplier's Identity and Access Management Service Processes and Procedures in delivering the AMS Service which utilise the EUCS Supplier's Identity and Access Management Service.

Requirement No	Level	Requirement
10-13-01-049-02		The AMS Supplier shall request via the FITS Service Catalogue Connectors provided by the EUCS Supplier to enable synchronisation of identity and attribute data between Services.
10-13-01-052-02		<p>The AMS Supplier shall work and collaborate with the EUCS Supplier to agree a specification for any new Connector, including but not limited to:</p> <ul style="list-style-type: none"> i) the attributes to be mastered within the AMS Supplier's Service and synchronised to the Master Directory; ii) the attributes to be synchronised from the Master Directory to the AMS Supplier's Service, and; iii) the frequency of such synchronisation.
10-13-01-053-02		The AMS Supplier shall provide to the EUCS Supplier any credentials required to enable Connectors to update identity and attribute data within the AMS Supplier's Services.
10-13-01-057-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to maintain and support the provisioning and synchronisation of identity and attribute data between their systems and the EUCS Supplier's Identity and Access Management Service.
10-13-01-060-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to support the capability to automate provisioning of access to FITS Services where agreed with the Authority.
10-13-01-073-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to define the personal attributes that End Users can amend themselves and the method by which each attribute can be amended within the Identity and Access Management Service.
10-13-01-082-02		The AMS Supplier shall request via the FITS Service Catalogue, training and guidance in the use of the EUCS Supplier's Identity and Access Management Service.

Requirement No	Level	Requirement
		19.14 Public Key Infrastructure
		19.14.1 The Network Supplier shall provide, maintain and support a PSN compliant Public Key Infrastructure (PKI) and Encryption Management Service that supports the secure communication and internetworking between Devices at the appropriate Business Impact Level in the provision of FITS Services.
		19.14.2 The PKI Service will be established in line with PSN Standards and provided under the PSN framework. The document 'FITS – PKI Architecture' describes the Authorities expectation for PKI. The PKI Service will be implemented and managed in accordance with that document.
		19.14.3 The PKI Service will be available as a service to other FITS Suppliers which require it, including FITS Services delivered by the Suppliers and Other Authority Providers.
		19.14.4 The benefits of the Public Key Infrastructure Service to the Authority include the following:
		(a) A single, managed and PSN compliant PKI Service used for encryption and identity validation in the provision of FITS Services.
		(b) The IA benefits associated with a well architected and delivered PKI.
		19.14.5 The Service Requirements for PKI Service are listed below:
	2	General Requirements
10-14-01-005-04		NOT USED

Requirement No	Level	Requirement
10-14-01-006-04		NOT USED
10-14-01-028-02		The AMS Supplier shall utilise the PSN PKI service for the issuing and management of certificates to be used in the delivery of PSN facing FITS Services.
10-14-01-029-02		The AMS Supplier shall submit Certificate Signing Requests and Certificate Revocation Requests to the FITS PKI Service via the Messaging Service Address or Web Portal provided by the EUCS Supplier.
10-14-01-030-02		The AMS Supplier shall utilise the EUCS Supplier's FITS PKI service for the issuing and management of certificates to be used in the delivery of internal FITS Service.
10-14-01-032-02		The AMS Supplier shall utilise the Commercial PKI service for the issuing and management of certificates to be used in the delivery of public facing FITS Services.
10-14-01-034-02		The AMS Supplier shall deliver services that utilise PKI services in accordance with the Public Key Cryptographic Standards (PKCS).
		19.15 Internet Access Service
		19.15.1 Internet access is the provision of public internet services (moderated and audited in accordance with the Authorities internet access policies) to the ICT Environment.
		19.15.2 The Service Requirements for Internet Access Service are listed below:
	2	General Requirements
		Not applicable to AMS

Requirement No	Level	Requirement
		20. NETWORK INFRASTRUCTURE SERVICES
		20.1 Core Network Services
		20.1.1 Core Network Services provides a number of key network services for all FITS services:
		(a) IP Address Management: the process and technology involved in defining IP schemas, allocating IP addresses to devices on a dynamic / reserved / fixed basis (e.g. through the implementation of Dynamic Host Configuration Protocol services), and ensuring that unused addresses are available to be used by other devices;
		(b) Master Time Reference: often required for transaction/replication services, time services provide access to a trusted time source to synchronise the various components of the FITS Services;
		(c) Domain Naming Service (DNS): translates queries for domain names into IP addresses for the purpose of locating computer services and devices; and
		(d) Network Optimisation: provides a number of sub-services (including traffic marking) which allows the business to prioritise network traffic to fulfil business need e.g. Quality of Service (QoS).
		20.1.2 The Service Requirements for Core Network Services are listed below:
	2	IP Address Management
11-01-01-001-05 (Common)		The AMS Supplier shall deliver the AMS Service in accordance with the Authority's IP Addressing Policy.
11-01-01-002-03		The AMS Supplier shall request from the Hosting Supplier IP address ranges for the provision of AMS Services hosted by the Hosting Supplier.

Requirement No	Level	Requirement
11-01-01-003-03		The AMS Supplier shall, for any services that they directly present to the Live ICT Environment, only use the IP addresses provided to them by the Hosting Supplier, unless otherwise agreed with the Authority.
11-01-01-011-04		NOT USED
11-01-01-013-04		NOT USED
11-01-01-015-04		NOT USED
11-01-01-017-02		The AMS Supplier shall use the dynamic IP address allocation Service provided by the EUCS Supplier for the allocation of IP addresses to support Devices connected at Authority Sites.
11-01-01-019-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to provide any Device configuration information that is required to be applied by the dynamic IP address allocation Service.
11-01-01-021-02		The AMS Supplier shall work and collaborate with the EUCS Supplier to ensure that the dynamic IP address allocation Service can register their Devices with the Domain Name Service.
11-01-01-022-02		The AMS Supplier shall request from the EUCS Supplier IP address ranges for the provision of AMS Services hosted by the EUCS Supplier.
	2	Master Time Reference
11-01-02-003-04		The AMS Supplier shall use the Master Time Reference in the delivery of the FITS Services as supplied by the Network Supplier, or shall use a stratum zero time source.
	2	Domain Naming Service
11-01-03-003-03		The AMS Supplier shall work and collaborate with the Hosting Supplier in the support and maintenance of the Hosting Supplier's Domain Naming Service

Requirement No	Level	Requirement
11-01-03-007-03		The AMS Supplier shall use the internal DNS Service provided by the Hosting Supplier for all centralised applications that reside on the Hosting Supplier's Centralised Platform Services.
11-01-03-012-02		The AMS Supplier shall be responsible for registering with the EUCS Supplier, any internal DNS records required to deliver AMS Service.
11-01-03-017-02		The AMS Supplier shall work and collaborate with the EUCS Supplier where required, to ensure that internal DNS Services provide Fully Functional DNS resolution for the provision of FITS Services.
11-01-03-018-02		The AMS Supplier shall use the internal DNS Service provided by the EUCS Supplier for all distributed applications that reside on the EUCS Supplier's Distributed Platform Services.
	2	Network Performance Optimisation
11-01-04-005-04		The AMS Supplier shall work and collaborate with the Network Supplier to ensure that where Network Performance Optimisation technologies are deployed, all elements operate efficiently and effectively to support the delivery of FITS Services.
11-01-04-007-04		The AMS Supplier shall, where required, implement the Quality of Service (QoS) model as provided to them by the Network Supplier.
11-01-04-009-04		The AMS Supplier shall , where required, work and collaborate with the Network Supplier and the Other Suppliers as identified in the Dependencies Register, to assign prioritisation and bandwidth parameters to FITS Services to support the delivery of FITS Services to the required Service Levels as set out in schedule 2.2 (Service Performance Management)

Requirement No	Level	Requirement
11-01-04-012-04		The AMS Supplier shall work and collaborate with the Network Supplier to ensure that Quality of Service technologies support the delivery of FITS Services to the required Service Levels set out in schedule 2.2 (Service Performance Management)
11-01-04-012-11		The AMS Supplier shall work and collaborate with the WAN and LAN Supplier to develop architectural, configuration and design documentation where Network Performance Optimisation technologies are deployed.
11-01-04-014-04		The AMS Supplier shall work and collaborate with the Network Supplier to develop architectural, configuration and design documentation where Network Performance Optimisation technologies are deployed.
	2	Encryption Services
		Not applicable to AMS
		20.2 LAN
		20.2.1 The ability to provide and manage LAN services and within its scope is all connectivity, including physical cables, from WAN points through to Devices on the network. The scope of LAN Services includes routers, switches and wireless Devices (where provided) together with configuration and management, support and Documentation.
		20.2.2 The benefit of this service to the Authority is a single, effective, centralised point of contact to support all LAN services within the Hosting Service.
		20.2.3 The Service Requirements for LAN Services are listed below:
	2	LAN Services

Requirement No	Level	Requirement
		Not applicable to AMS
	2	LAN Port Services
11-02-02-003-04		The AMS Supplier and Other Authority Providers shall work and collaborate with the Network Supplier to ensure that Devices used in the provision of their Services are capable of authenticating to the Network Access Control Service, unless otherwise agreed with the Authority.
11-02-02-004-04		The AMS Supplier and Other Authority Providers shall work and collaborate with the Network Supplier to ensure that Devices that do not support 802.1x are authorised by the Network Access Control Service, unless otherwise agreed with the Authority.
11-02-02-007-04		The AMS Supplier and Other Authority Providers shall ensure that Devices used to deliver FITS Services which require connection to the Network Suppliers LAN Services shall support 802.1X port-based network access control and EAP-TLS authentication, unless otherwise agreed with the Authority.
11-02-02-009-04		The AMS Supplier and Other Authority Providers shall work and collaborate with the Network Supplier that to ensure that Devices that are connected to the LAN Service that use Network Access Control Service are Fully Functional.
11-02-02-014-04		The AMS Supplier and Other Authority Providers shall work and collaborate with the Network Supplier that to ensure that the network access control authentication services can lookup and authenticate Devices stored in FITS Infrastructure directories.
	2	Wireless LAN Services
		Not applicable to AMS
		20.3 WAN

Requirement No	Level	Requirement
		20.3.1 The ability to provide and manage WAN services and within its scope is all connectivity, including physical cables, devices and any associated software, logic or services together with configuration and management, support and documentation.
		20.3.2 The majority of WAN Services will be provided by the Network Supplier; exceptions to this are WAN services solely provided to support the Hosting Service, examples include, but are not limited to;
		(a) Internet Connectivity for Business Applications that need to be presented over the internet; and
		(b) Inter-data-centre connectivity between Hosting Service facilities.
		20.3.3 The benefit to the Authority is a single, effective, centralised point of contact to support all WAN services within the Hosting Service.
		20.3.4 The Service Requirements for WAN Services are listed below:
	2	WAN Services
		Not applicable to AMS
	2	Broadband Services
		Not applicable to AMS
	2	Internet Connectivity Service

Requirement No	Level	Requirement
11-03-03-001-05		NOT USED
11-03-03-003-04		The AMS Supplier shall work and collaborate with the Network Supplier to implement Gateway Services and the required security controls for the Internet Connectivity Service in accordance with the Authority's ICT IA Policies, Processes and Procedures.
11-03-03-005-04		The AMS Supplier shall work and collaborate with the Network Supplier to ensure that where AMS Service are using the Internet Connectivity Service they are Fully Functional and meet the Service Levels as set out in the schedule 2.2 (Service Performance Management).
	2	Cross Site Connectivity
		Not applicable to AMS
	2	Voice over IP
		Not applicable to AMS
	2	Satellite
		Not applicable to AMS
		20.4 Telephony
		20.4.1 Telephony provides the full range of Telephony Services required by the Authority:
		(a) Hardware and Software including telecommunications switches, operator consoles and audio conferencing;

Requirement No	Level	Requirement
		(b) Functionality to allow the Authority to make and receive calls (including voicemail, call management and audio conferencing);
		(c) Access to services via the PSN or PSTN;
		(d) Provision of digital and analogue telephony;
		(e) Provision of services in support of IL4 accreditation for high security Telephony; and
		(f) Provision of Telephony Services to include Interactive Voice Response to Authority contact centres.
		20.4.2 The Service Requirements for Telephony are listed below:
	2	Telephony Core Infrastructure
		Not applicable to AMS
	2	Analogue Telephony Services
		Not applicable to AMS
	2	Mobile Network
		Not applicable to AMS
	2	Contact Centre Services
		Not applicable to AMS
		20.5 Video Services

Requirement No	Level	Requirement
		20.5.1 The provision of Video Services, both at an enterprise scale and specific video capabilities supporting the delivery of justice such as in court / prison video services.
		20.5.2 The Service Requirements for Video Services are listed below:
	2	In Court / Prison Video Services
		Not applicable to AMS
	2	Enterprise Video Services
		Not applicable to AMS
		20.6 Remote Access Services
		20.6.1 Remote Access Services enable End Users to access End to End Services.
		20.6.2 The Service Requirements for Remote Access Services are listed below:
	2	Secure Remote Access
		Not applicable to AMS
	2	Untrusted Remote Access
		Not applicable to AMS
		20.7 Gateway Services

Requirement No	Level	Requirement
		20.7.1 Gateways provide a point of demarcation between two or more different ICT Environments where security controls are implemented. Examples include Gateways between:
		(a) Different Supplier or Service boundaries within the FITS ICT Supplier Environments - defined as Boundary Gateways.
		(b) Different Accreditation boundaries, at the same impact level - where the risk profile and/or accreditation scope on either side is different. These are defined as Inter-Operability Gateways.
		(c) Different Impact Levels or Protective Markings – i.e. between ICT Environments in different risk domains. These are defined as Inter-Domain Gateways.
		20.7.2 Not used.
		20.7.3 The security controls deployed within each type of Gateway may consist of:
		(a) Common security controls - which may protect a number of different services.
		(b) Service-specific controls – which may protect a particular service. Examples include content scanners for email or session border controllers for IP based voice and video services.
		20.7.4 The Network Supplier will provide maintain and support:
		(a) All Gateway Services required for delivery of their own services.
		(b) Gateway Services providing common security controls required for the delivery of FITS Services by the Suppliers. This will be located within the Data Centre Facilities provided by the Data Centre Supplier, and Authority Sites as required.

Requirement No	Level	Requirement
		(c) The facility for the Suppliers and Other Authority Providers to provide and integrate additional service-specific security controls with the Gateway Services.
		(d) Gateway Services to enable the integration of the FITS ICT Environment with ICT Environments provided by Other Authority Providers.
		(e) Gateway Services for use by the Suppliers and Other Authority Providers to gain management access to FITS Services – both within the Data Centre Facilities provided by the Data Centre Supplier, and Authority Sites as required.
		20.7.5 The Other Suppliers will:
		(a) Provide maintain and support any service-specific security controls required in the provision of their services and integrate these with the Gateway Services provided by the Network Supplier.
		(b) Utilise the Gateway Services provide by the Network Supplier to gain management access to FITS Services - both within the Data Centre Facilities provided by the Data Centre Supplier, and Authority Sites as required.
		20.7.6 The benefits of Gateway Services to the Authority include the following:
		(a) Enables secure data flow and service access between different ICT Environments.
		(b) Consistent application of security controls between ICT Environments in line with the Authority's policy processes and procedures.
		20.7.7 The Service Requirements for Gateway Services are listed below:
	2	General Requirements

Requirement No	Level	Requirement
11-07-01-004-04		The AMS Supplier shall, when providing services within the Data Centre Facilities provided by the Data Centre, Supplier, or at Authority Sites, use the Gateway Services provided by the Network Supplier to provide common security controls required for the delivery of FITS Services.
11-07-01-008-04		NOT USED
	2	Boundary Gateways
		Not applicable to AMS
	2	Interoperability Gateways
		Not applicable to AMS
	2	Inter-Domain Gateways
		Not applicable to AMS
	2	Management Gateway Service
11-07-05-003-04		The AMS Supplier and Other Authority Providers shall use the remote access service provided by the Network Supplier to access the Management ICT Environments within the Data Centre Facilities provided by the Data Centre Supplier, and Authority Sites, to enable support of FITS Services from Supplier's Sites, unless otherwise agreed with the Authority.
		20.8 Network Integration Services
		20.8.1 This is the support that the Hosting Supplier will provide to the Network Supplier in the technical integration of Network Services with Hosting Services

Requirement No	Level	Requirement
		20.8.2 The Service Requirements for Network Integration Services are listed below:
	2	General Requirements
11-08-01-008-04		NOT USED
	2	WAN and LAN Supplier Management
		Not applicable to AMS
	2	Network Interconnect Services
11-08-03-003-04		The AMS Supplier shall work and collaborate with the Network Supplier to ensure that where AMS Services are using the Network Interconnect Service they are Fully Functional and meet the Service Levels as set out in schedule 2.2 (Service Performance Management).
		21. APPLICATION SERVICES
		21.1 Application Design and Development
		21.1.1 Application Design and Development process within the scope of the AMS Services covers the need to perform minor development activities in the course of supporting the BAU maintenance of Business Application as identified in the MAL. Minor development activities will result from management of defects, Incidents and Problems identified in the course of BAU activities. All Application Development enhancements will be raised through the FITS Change Control Process.

Requirement No	Level	Requirement
		21.1.2 The purpose of Application Design and Development is to perform the maintenance activities required to keep the FITS Services, and where applicable the End to End Services, in a Fully Functional state to minimise adverse impact and disruption on normal business operations.
		21.1.3 Effective Application Design and Development allows the business to continue to realise the benefits of enabling Business Application by:
		(a) Minimising downtime to the business;
		(b) Ensuring Business Application are aligned with day-to-day business priorities; and
		(c) Ensuring alignment between Business Application and technology roadmaps.
		21.1.4 The Service Requirements for Application Design and Development are listed below:
	2	General requirements
12-01-01-001-05		NOT USED
12-01-01-002-05		The AMS Supplier shall provide, when requested by the Authority via the FITS Change Control Procedure, suitably skilled resources to provide Application Design and Development services.
12-01-01-003-05		The AMS Supplier shall perform Application Design and Development in accordance with the standards set out in schedule 2.3 (Standards)
12-01-01-004-05		NOT USED

Requirement No	Level	Requirement
12-01-01-005-05		The AMS Supplier shall manage the delivery of Application Design and Development activities of the AMS Services in accordance with the SIAM Supplier Service Transition related Policies, Processes and Procedures
	2	Analysis of Application Requirements
12-01-02-002-05		NOT USED
	2	High Level Design
12-01-03-001-05		NOT USED
12-01-03-002-05		NOT USED
	2	Detailed Design
12-01-04-001-05		NOT USED
12-01-04-002-05		NOT USED
	2	PRISM (Post Release Implementation Support and Maintenance)
		Not applicable to AMS
	2	Proof of Concept Service
		Not applicable to AMS
		21.2 Application and Database Management

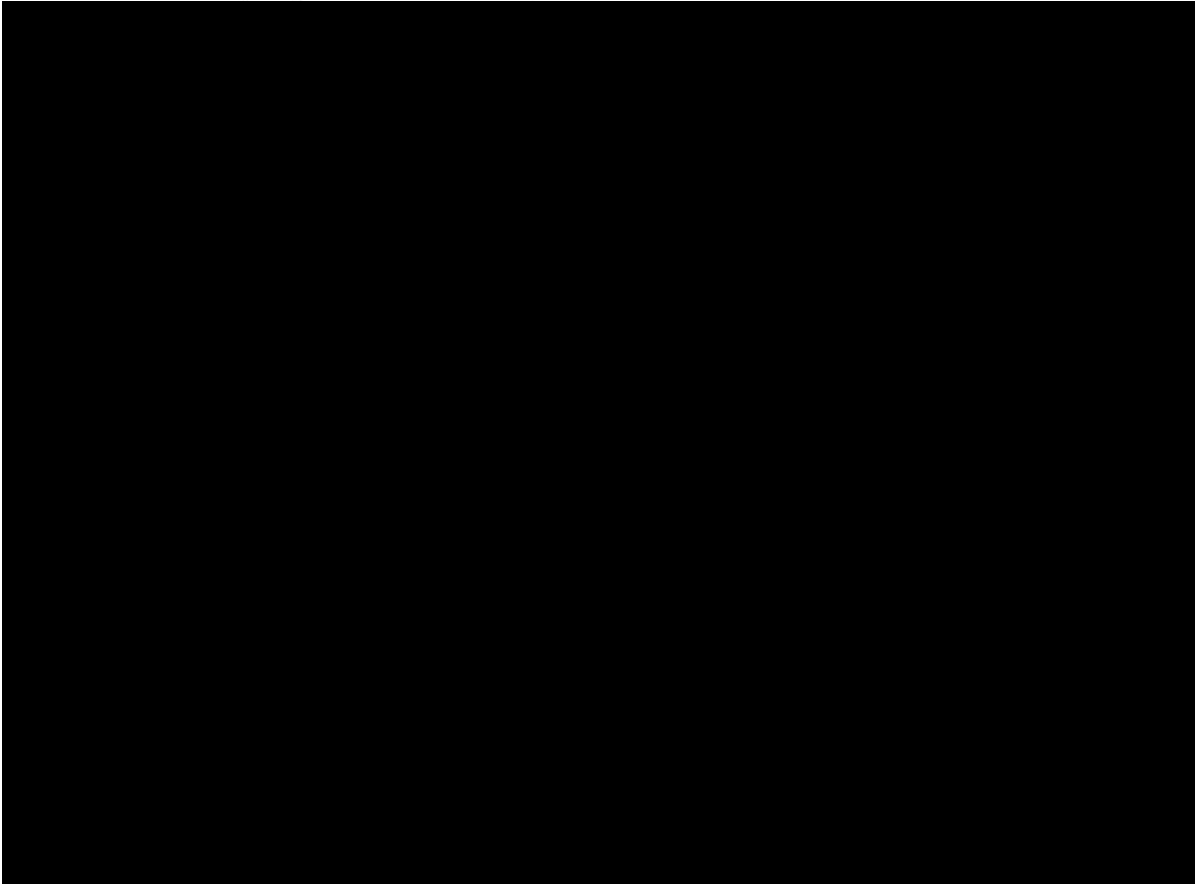
Requirement No	Level	Requirement
		21.2.1 The process by which application data is acquired, validated, stored, protected, and processed, and by which its accessibility, reliability, and timeliness is ensured to satisfy the needs of the data user.
		21.2.2 The Service Requirements for Application and Database Management are listed below:
	2	General requirements
12-02-01-001-05		NOT USED
12-02-01-002-05		NOT USED
12-02-01-004-05		NOT USED
12-02-01-005-05		NOT USED
12-02-01-006-05		NOT USED
	2	Application Data Management
12-02-02-001-05		NOT USED
12-02-02-002-05		NOT USED
12-02-02-003-05		NOT USED
12-02-02-004-05		NOT USED

Requirement No	Level	Requirement
12-02-02-005-05		The AMS Supplier shall perform Database Management activities in accordance with the Authority Data Management Policies. Activities shall include, but not limited to, performance monitoring, tuning, patching and upgrades.
		21.3 Application Enhancements
		21.3.1 Application development services for enhancements to existing Business Applications.
		21.3.2 The Service Requirements for Application Enhancements are listed below:
	2	General Requirements
12-03-01-001-05		The AMS Supplier shall propose Service Catalogue items for delivery of [minor] change to existing applications within thirty [30] Working Days of Contract Award and "as and when" identified for the Authority to decide Approval.
12-03-01-002-05		The AMS Supplier shall provide a PRISM period for Business Application Enhancements; unless otherwise agreed by the Authority.
12-03-01-003-05		The AMS Supplier shall perform Application Enhancements in accordance with the standards set out in schedule 2.3 (Standards).
		21.4 Application Integration
		21.4.1 Integration of applications with other services.
		21.4.2 The Service Requirements for Application Integration are listed below:

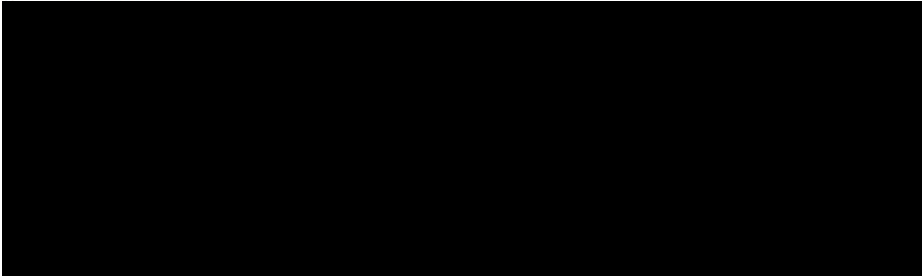
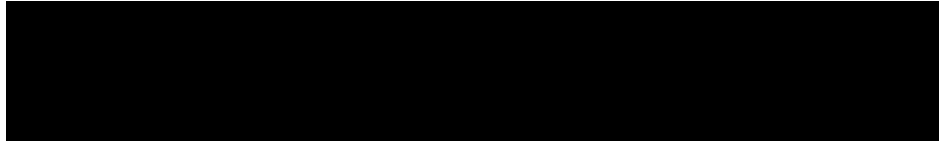
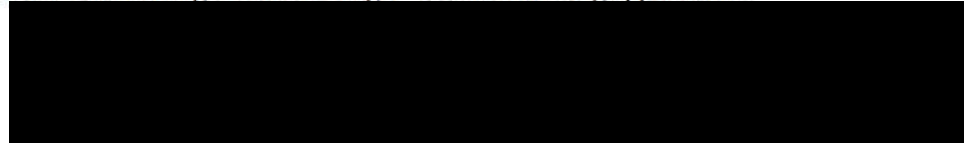
Requirement No	Level	Requirement
	2	Short Messaging Service
		Not applicable to AMS
		21.5 Collaboration Toolset
		21.5.1 This provides a number of collaboration services to Users, including:
		(a) Messaging Services, providing the ability for digital messages (via electronic mail) to be sent to one or more recipients, both internal or external to the Authority;
		(b) Calendar Services, providing a centralised diary service that can be used by an individual End User, Group, or service;
		(c) Address Book services that lists the contact details and other attributes for Users and resources;
		(d) Office Automation, providing capabilities that allow the creation, collection, and manipulation of office information, including word processing, spreadsheet, presentation, and data presentation;
		(e) Presence and Instant Messaging. Presence allows an End User to intentionally and / or automatically, notify other End Users about their immediate availability to be contacted using the collaboration toolset. End User's Presence may indicate that they have recently used the system, have not used the system for some time, and from their calendar indicate that they are busy or out of the office. Instant Messaging (IM) allows End Users to exchange text based messages, electronic documents, and workspaces, using the presence capability to indicate the availability of the intended recipient;
		(f) Workgroup Collaboration and Sharing, providing User's with workspaces to collaborate and share electronic documents in a controlled and auditable manner; and

Requirement No	Level	Requirement
		(g) Device and Enterprise Search, providing the ability to search data across the enterprise, for example client devices, personal storage, shared storage, archived data, corporate data.
		21.5.2 The Service Requirements for Collaboration Toolset are listed below:
	2	Messaging Services
12-05-01-001-05		The AMS Supplier may procure EUCS Supplier Messaging Services through the FITS Service Catalogue to support the delivery of AMS Services.
12-05-01-039-02		The AMS Supplier, the Authority and Other Authority Providers shall work and collaborate with the EUCS Supplier to ensure compatibility between Client Software and Business Applications and Messaging Services where integration is required.
	2	Calendar Services
12-05-02-001-05		The AMS Supplier may procure EUCS Supplier Calendar Services through the FITS Service Catalogue to support the delivery of AMS Services.
12-05-02-008-02		The AMS Supplier, the Authority and Other Authority Providers shall work and collaborate with the EUCS Supplier to ensure compatibility between Client Software and Business Applications and Calendar Services where integration is required.
	2	Address Book Services
12-05-03-001-05		The AMS Supplier may procure EUCS Supplier Address Book Services through the FITS Service Catalogue to support the delivery of AMS Services.
	2	Office Automation

Requirement No	Level	Requirement
12-05-04-001-05		The AMS Supplier may procure EUCS Supplier Office Automation through the FITS Service Catalogue to support the delivery of AMS Services.
12-05-04-004-02		The AMS Supplier, the Authority and Other Authority Providers shall work and collaborate with the EUCS Supplier to ensure compatibility between Client Software and Business Applications and Office Automation where integration is required.
	2	Presence and Instant Messaging
12-05-05-001-05		The AMS Supplier may procure EUCS Supplier Presence and Instant Messaging Service through the FITS Service Catalogue to support the delivery of AMS Services.
	2	Workgroup Collaboration and Sharing
12-05-06-001-05		The AMS Supplier may procure EUCS Supplier Workgroup Collaboration Sharing toolsets through the FITS Service Catalogue to support the delivery of AMS Services.
	2	Device and Enterprise Search
		Not applicable to AMS

Requirement No	Level	Requirement
		<p>Provide ongoing second and third-line support to the new self-service application and to the new print architecture.</p> <p>Second Line Support (2LS) activities consisting of:</p> 

Requirement No	Level	Requirement
		<p>Third Line Support (3LS) activities consisting of:</p> <ul style="list-style-type: none"> • Applications support • Ongoing technical and business support • Problem management <p>Additional activities consisting of:</p> <ul style="list-style-type: none"> • Database housekeeping and capacity management • Support of new hardware by the AMS Supplier's Subcontractor required for new standing data and print service • Monthly export of Standing Data from live environment into test environments • Monthly export of Standing Data from live environment to the AMS Supplier's Subcontractor development environment <p>Maintenance Releases</p> <p>Maintenance releases will be delivered on a quarterly basis to allow defect fixes to be deployed to the live environment for issues with both the Standing Data application and</p> <p>The scope of the Standing Data Self Service (SDSS) / Print Self Service (PSS) Maintenance releases for this PD (CGI A PD A 4585 03) will have as a maximum the following fixes:</p> <ul style="list-style-type: none"> • 5 defect fixes (2SDSS & 3 PSS) for the 1st & 2nd Maintenance Releases over 5 weeks period; • 3 defect fixes (1SDSS & 2 PSS) for all quarterly Maintenance Releases over 3 weeks period.
		Stranded Services

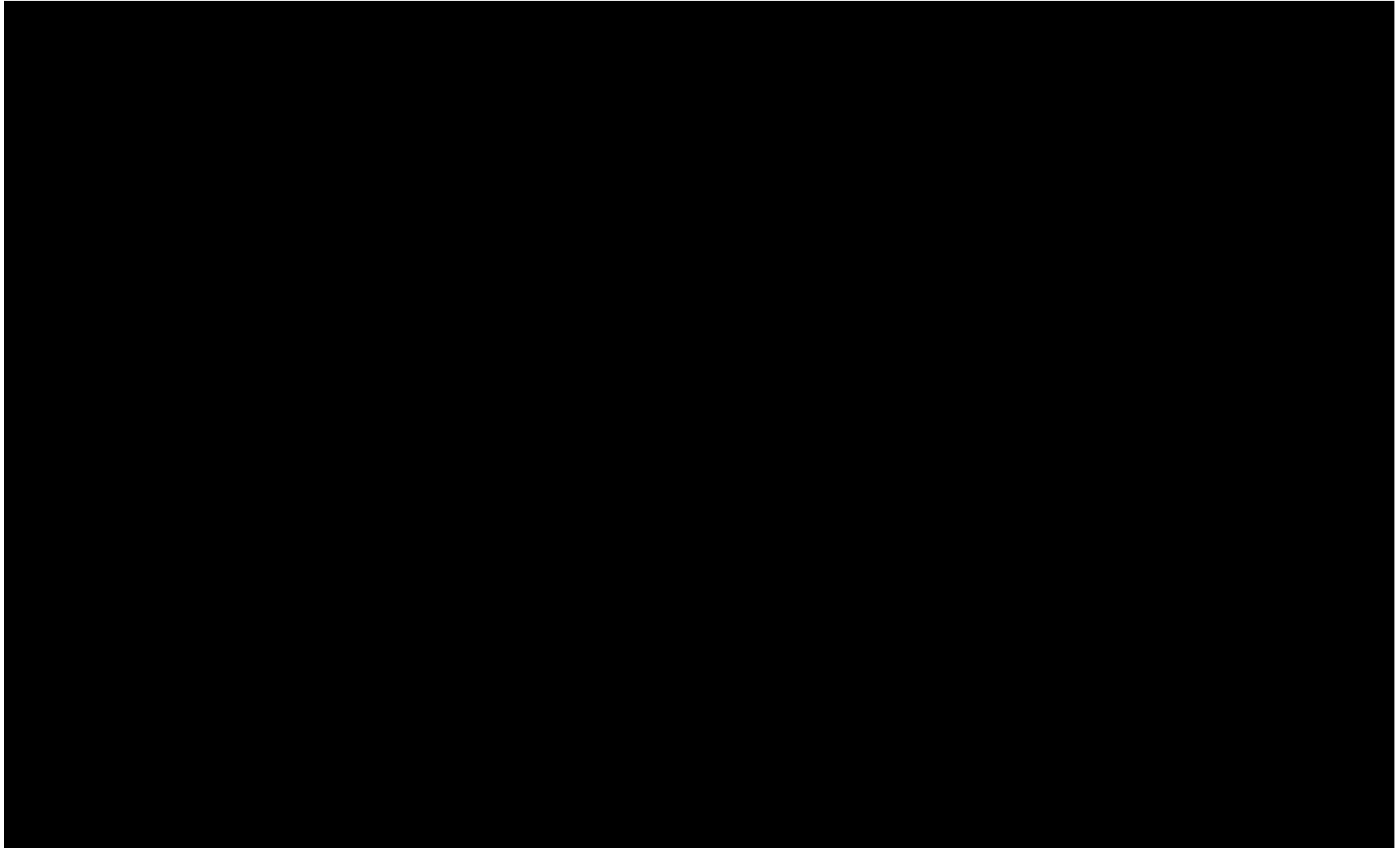
Requirement No	Level	Requirement
		<p>The following applications are added to the AMS scope:</p>  <p>The following applications have been added to the AM Dashboard:</p>  <p>Addition of a “small changes call-off budget” for the following applications:</p> 
		22. PROJECT DELIVERY MANAGEMENT
		22.1 Project Management

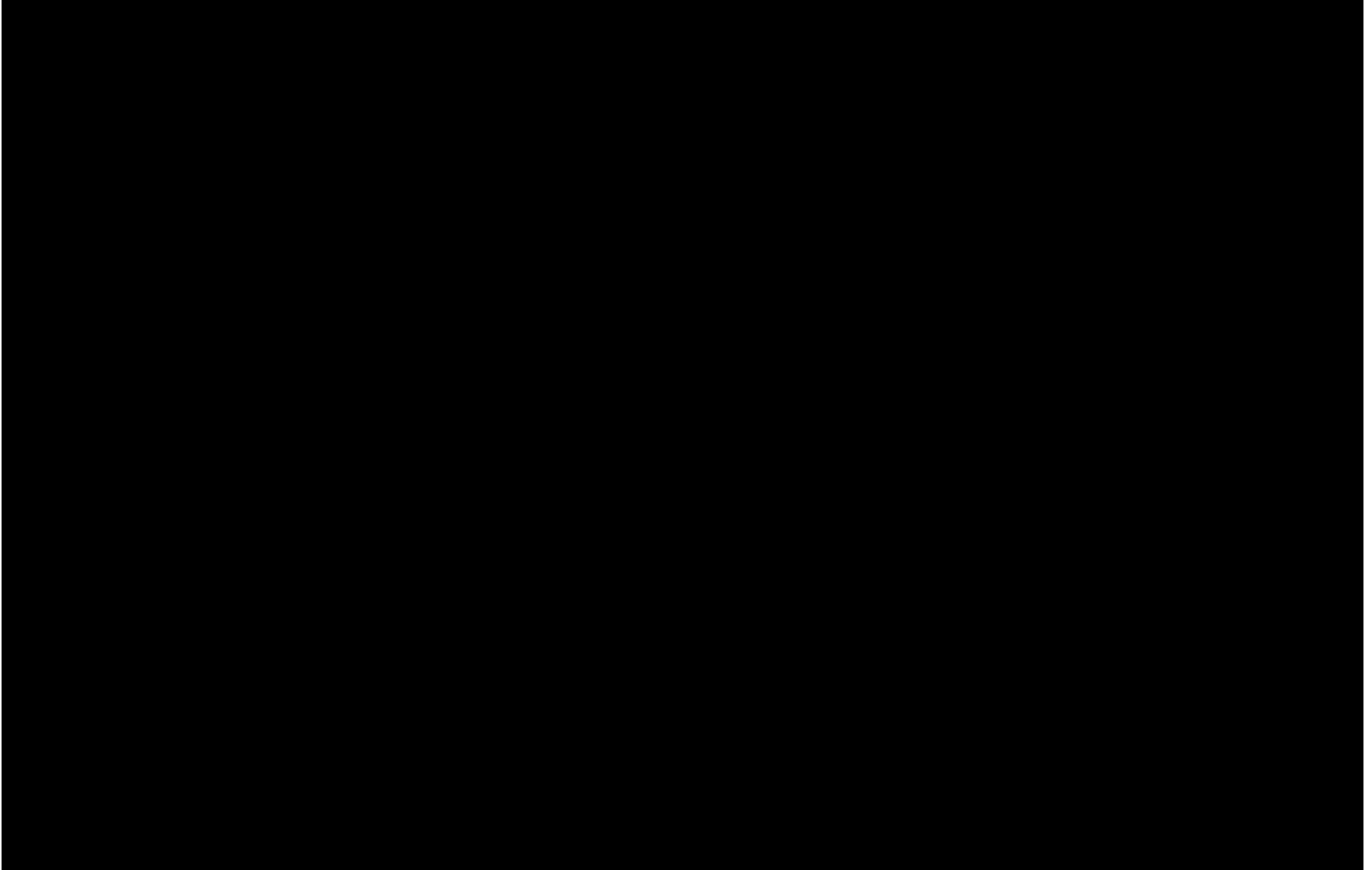
Requirement No	Level	Requirement
		22.1.1 Project Management is a critical activity within Project Delivery Management and aims to ensure appropriate Project Management skills and resources are available as and when required by the Authority.
		22.1.2 The Project Management requirements describe the responsibilities of the AMS Supplier with regards to a consistent approach to, and governance of, all stages of a project's lifecycle in accordance with industry leading methodologies as defined in the Policies, Processes and Procedures set down by the Authority.
		22.1.3 The main objectives for Project Management are to:
		(a) Provide the Authority with an accessible mechanism to supplement existing skills and resources on an ad hoc basis to address the variable needs of the business;
		(b) Ensure a consistent approach to project management is adopted by all Suppliers to drive a more integrated governance and delivery capability;
		(c) Assure compliance to the Authorities Policies, Processes and Procedures; and
		(d) Ensure a consistent approach to the delivery of new FITS Services.
		22.1.4 The General Requirements for Project Management are listed below:
	2	General Requirements
13-01-01-001-05		The AMS Supplier shall provide and maintain a Project Management service which is aligned to the Authority's Project Management Policies, Processes and Procedures.
13-01-01-005-05		NOT USED

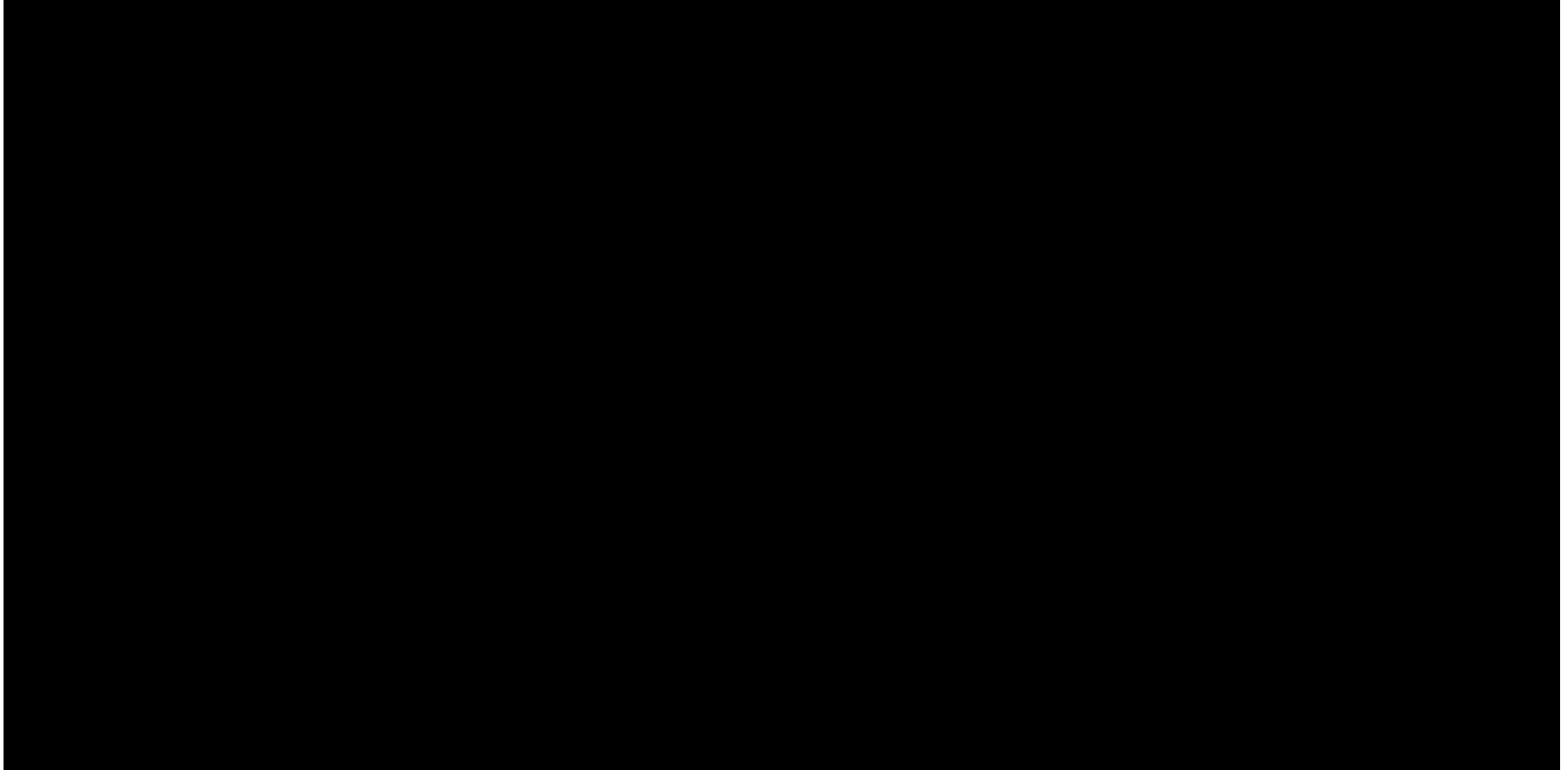
Requirement No	Level	Requirement
13-01-01-006-05		The AMS Supplier shall work and collaborate with Other Suppliers, Other Authority Providers and the Authority to deliver Project Management services in compliance with the Authority's Project Management Policies, Processes and Procedures
13-01-01-007-05 (Common)		NOT USED
13-01-01-008-05		The AMS Supplier shall work and collaborate with the Authority in any review as a result of the AMS Supplier's non compliance with the Authority's Project Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
13-01-01-009-05 (Common)		NOT USED
13-01-01-010-05		The AMS Supplier shall, where such information has not been provided within schedule 7.1 (Charges and Invoicing), provide a rate card for Project Management services in line with the Skills Framework for the Information Age (SFIA) to the Authority to decide Approval, within (40) Working Days of the TSA Effective Date.
13-01-01-011-05 (Common)		NOT USED
13-01-01-012-05 (Common)		The AMS Supplier shall work and collaborate with the Authority in any review as a result of the AMS Supplier's non compliance with the Authority's Project Management Policies, Processes and Procedures and implement any required corrective action that has been Approved.
13-01-01-013-05 (Common)		NOT USED
13-01-01-015-05		NOT USED
13-01-01-016-05		NOT USED

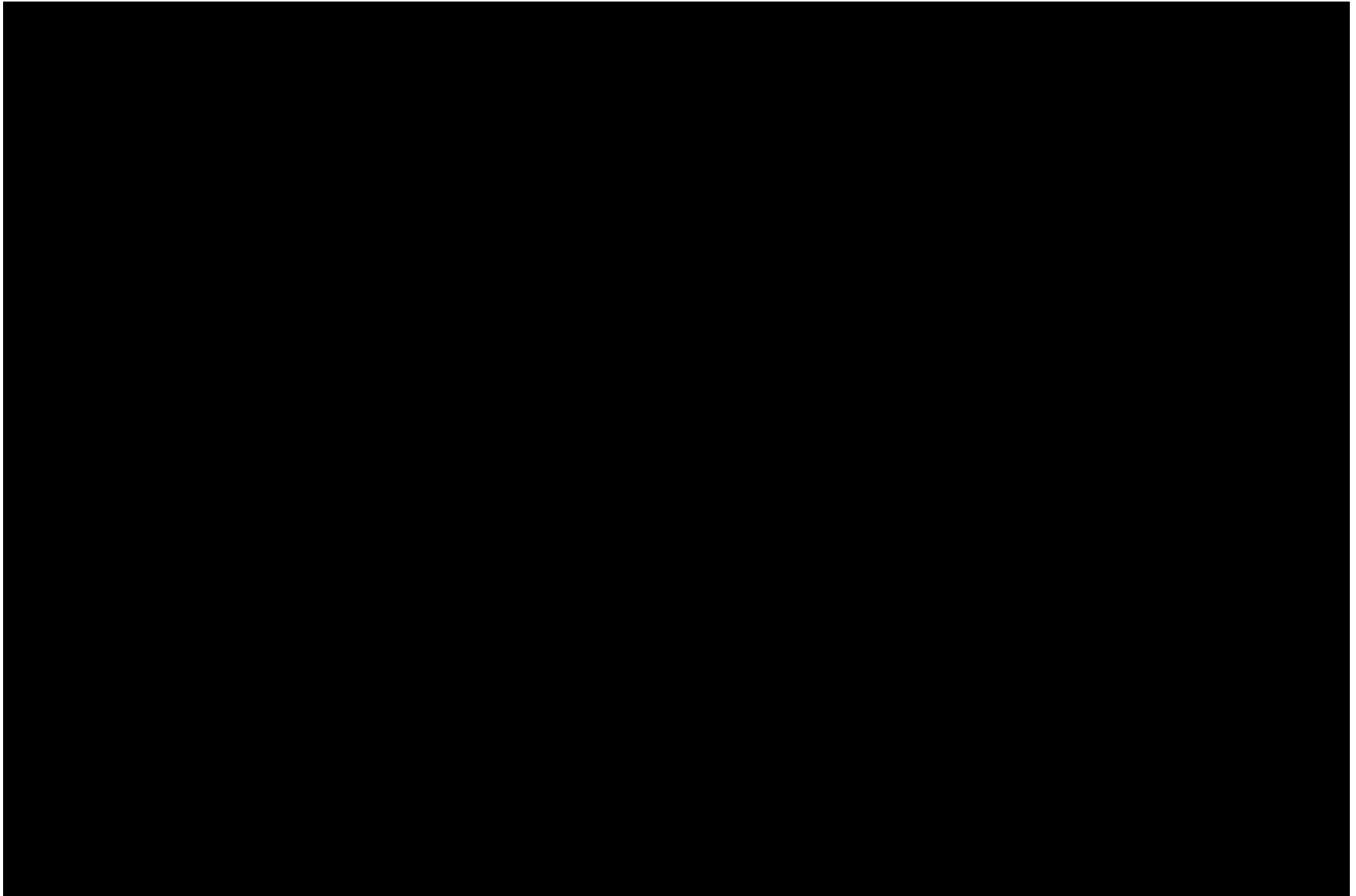
Requirement No	Level	Requirement
13-01-01-017-05		The AMS Supplier shall participate in the gate review process as set out in the Project Plan or as requested by the Authority or it's nominated representative.
		22.2 Quality Management
		22.2.1 Covers the planning and systematic activities implemented in a quality system so that quality requirements for a product or service will be fulfilled.
		22.2.2 The Service Requirements for Quality Management are listed below:
		General Requirements
		Not applicable to AMS

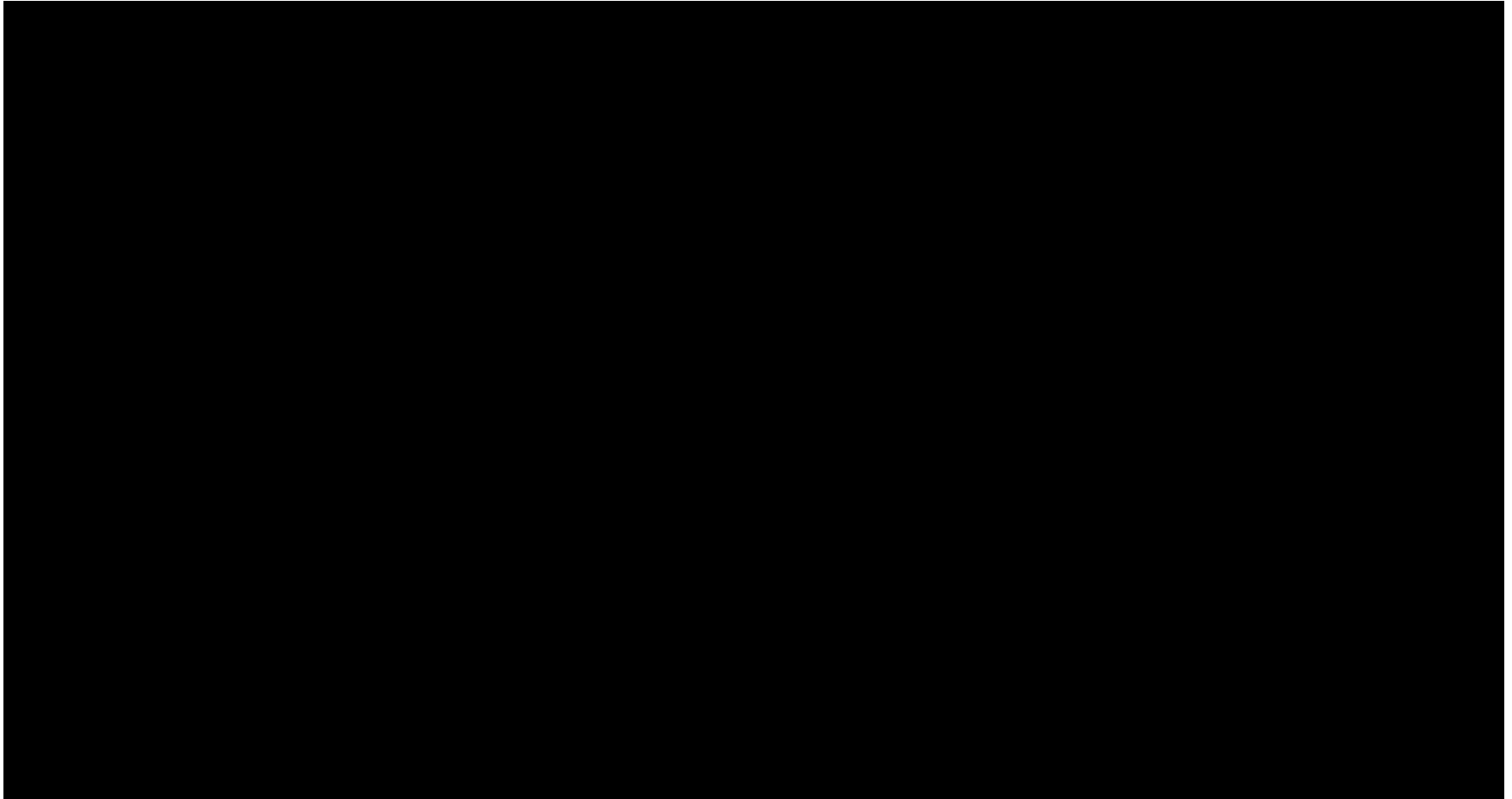
Annex 1 - AM Dashboard Service (Web and Mobile Application)



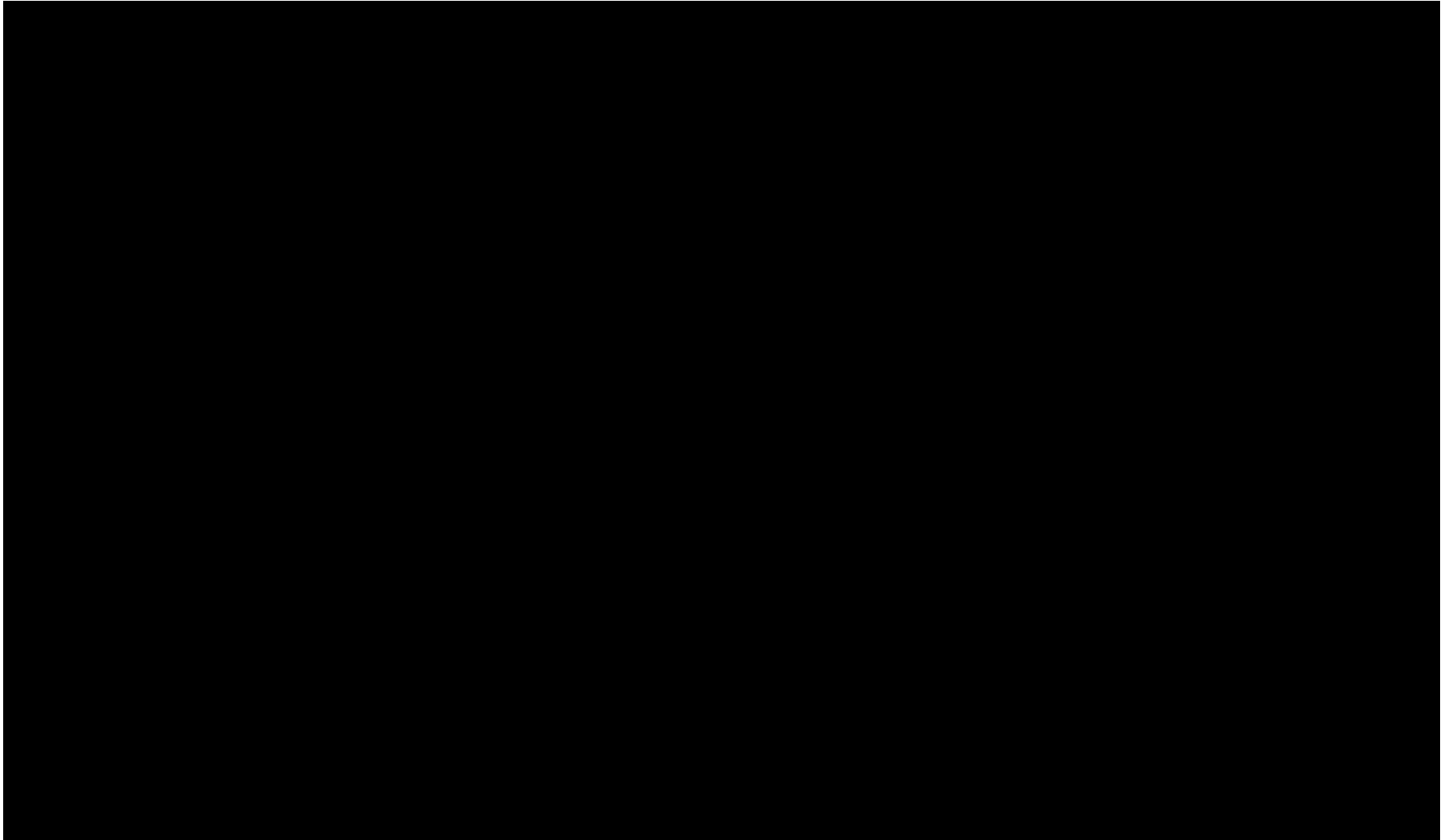


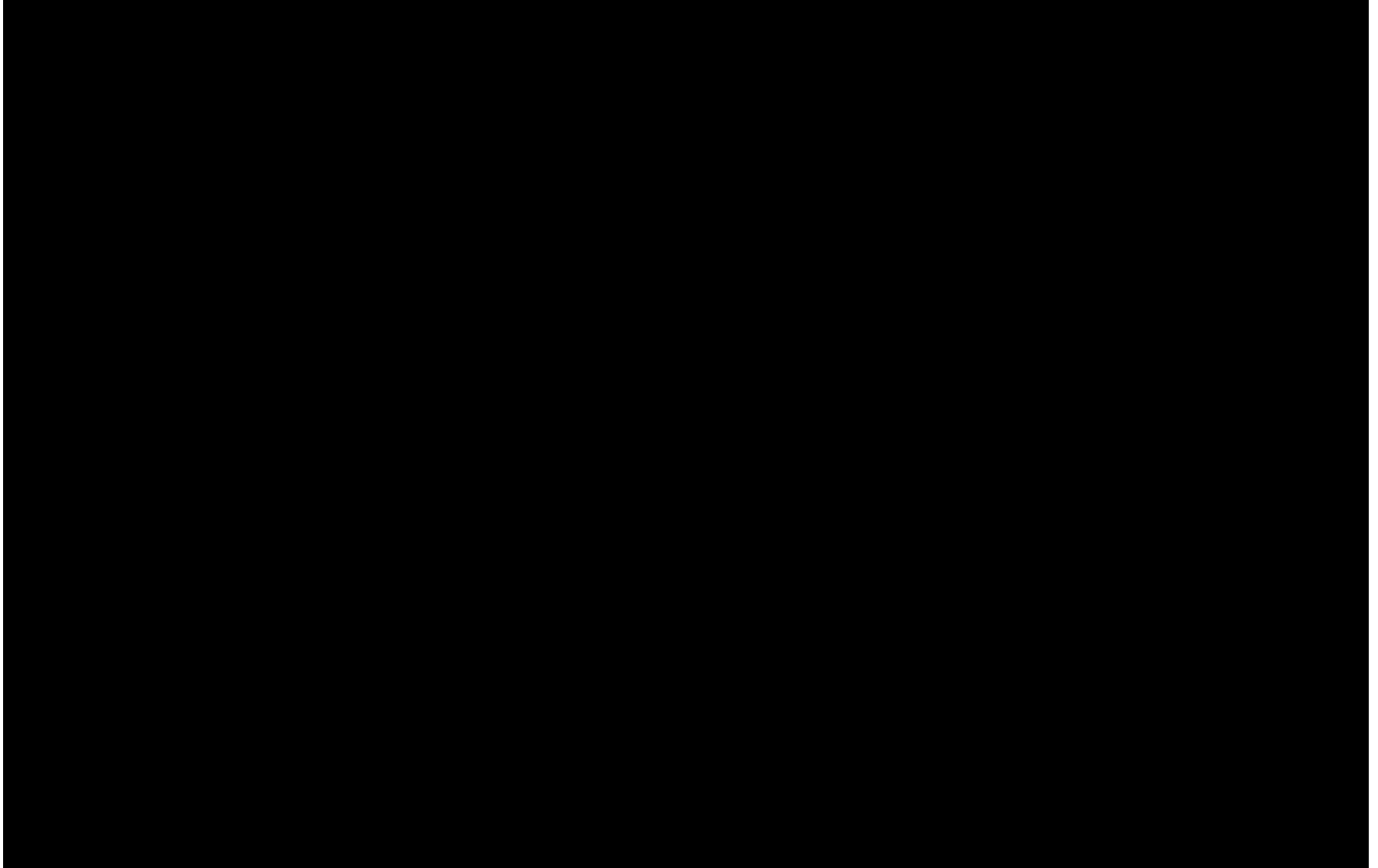


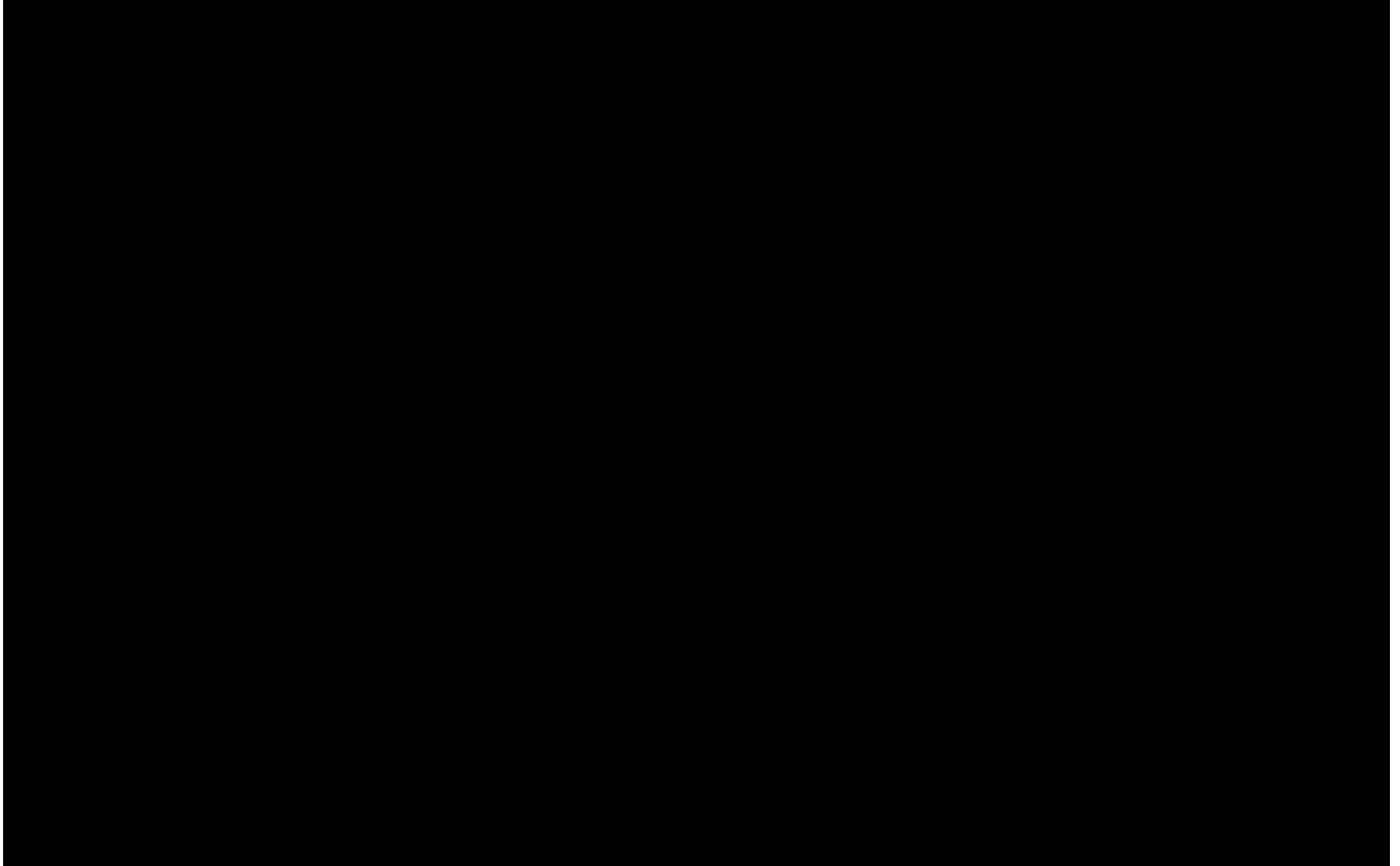


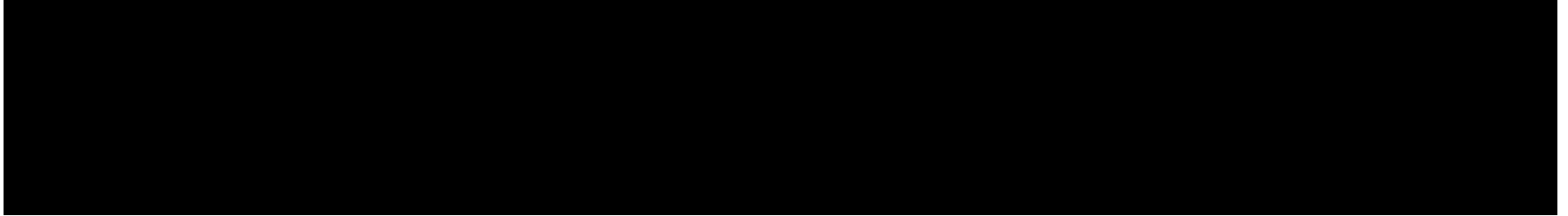


Annex 3 - [REDACTED] Standing Data Self Service and Print Self Service









Annex 4 – [REDACTED] Display Screen Solution

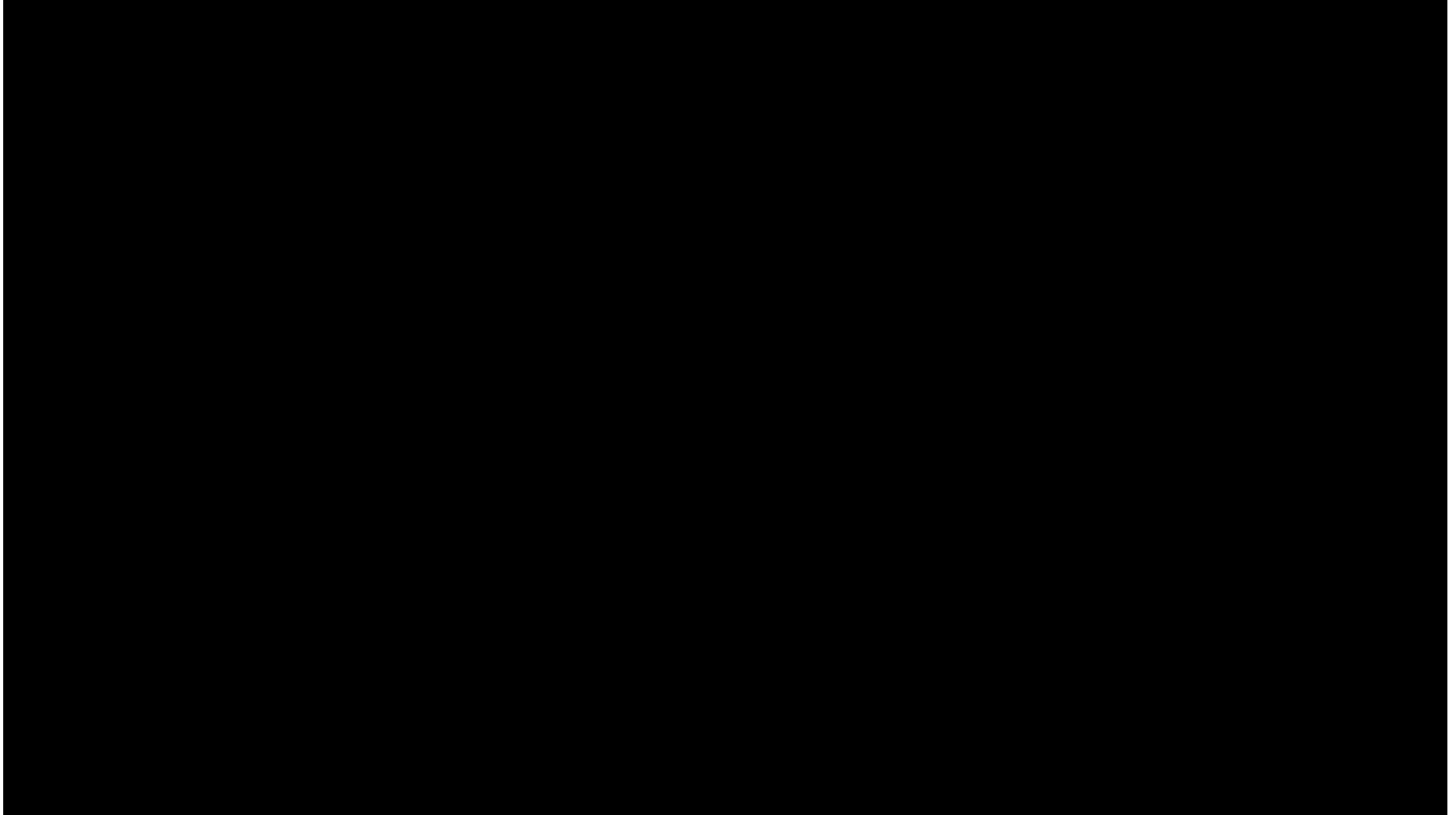
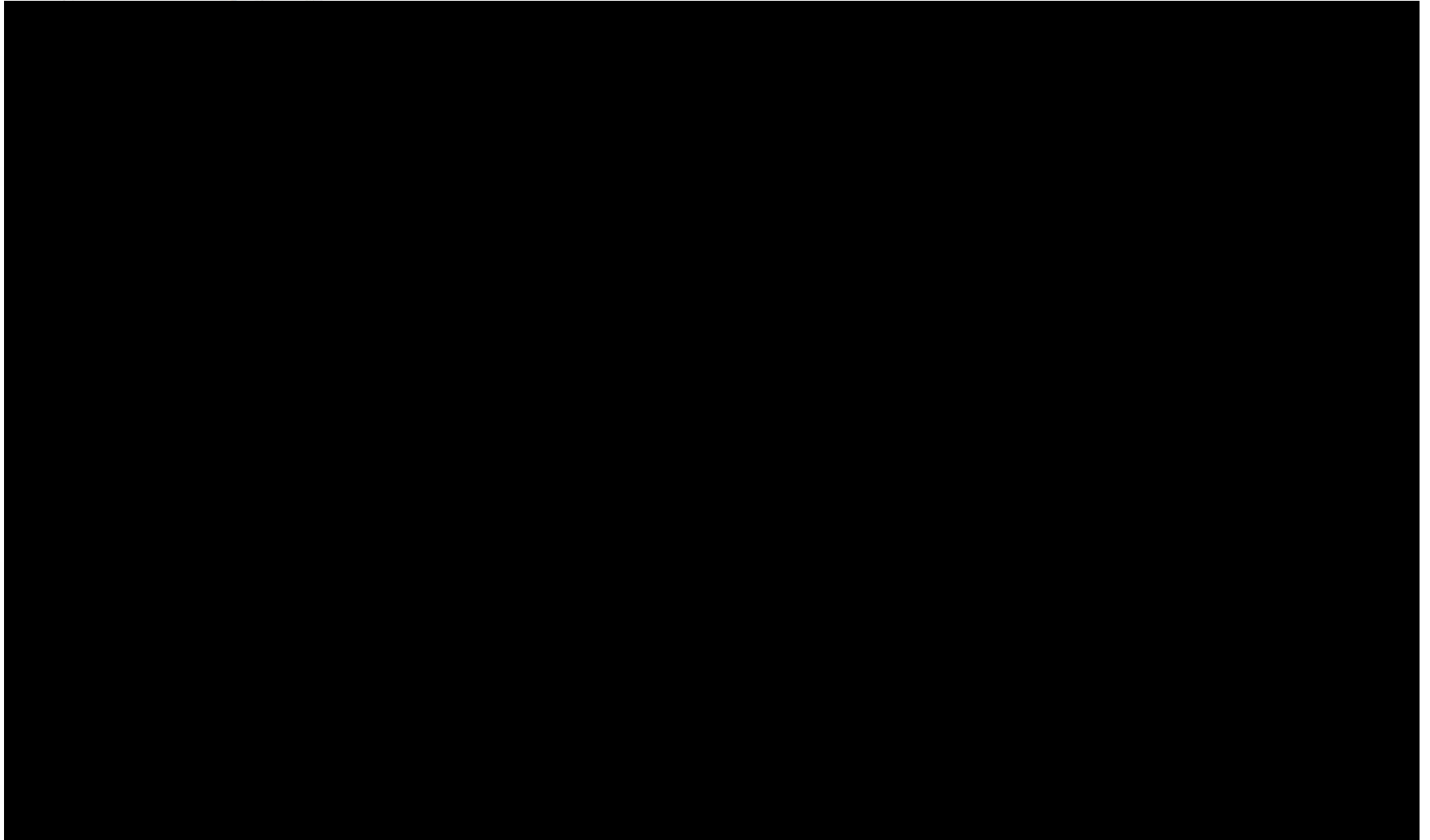
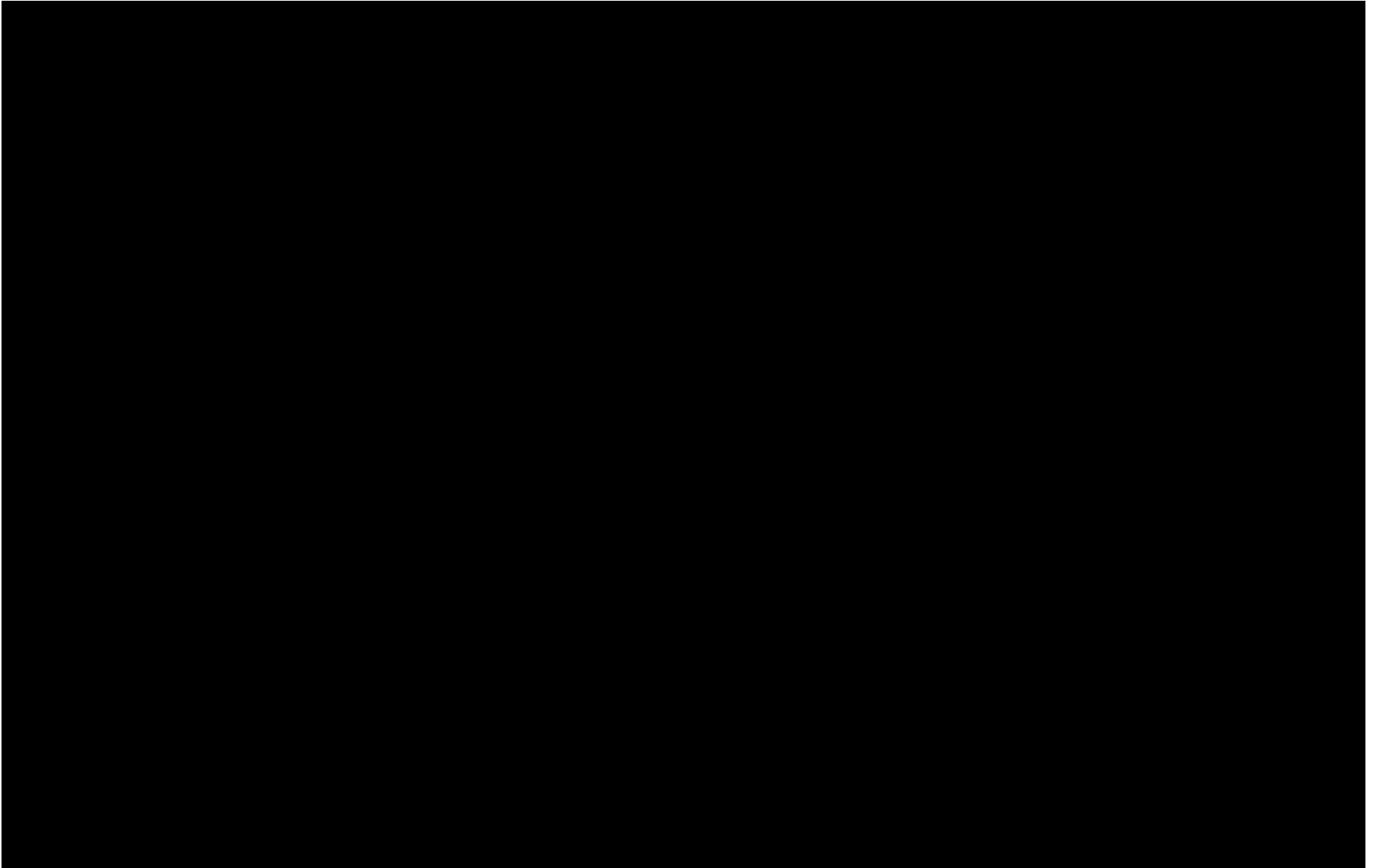
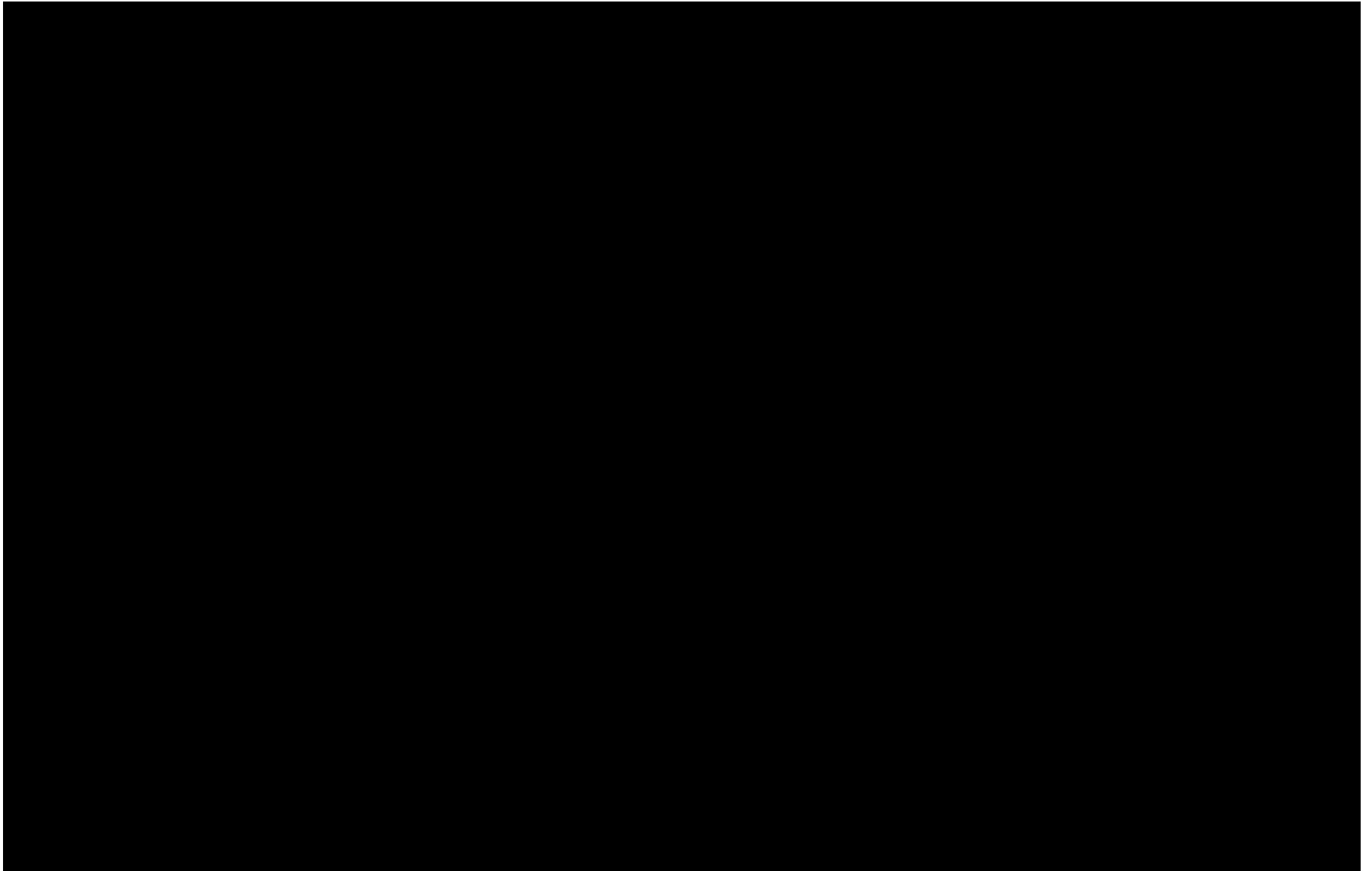
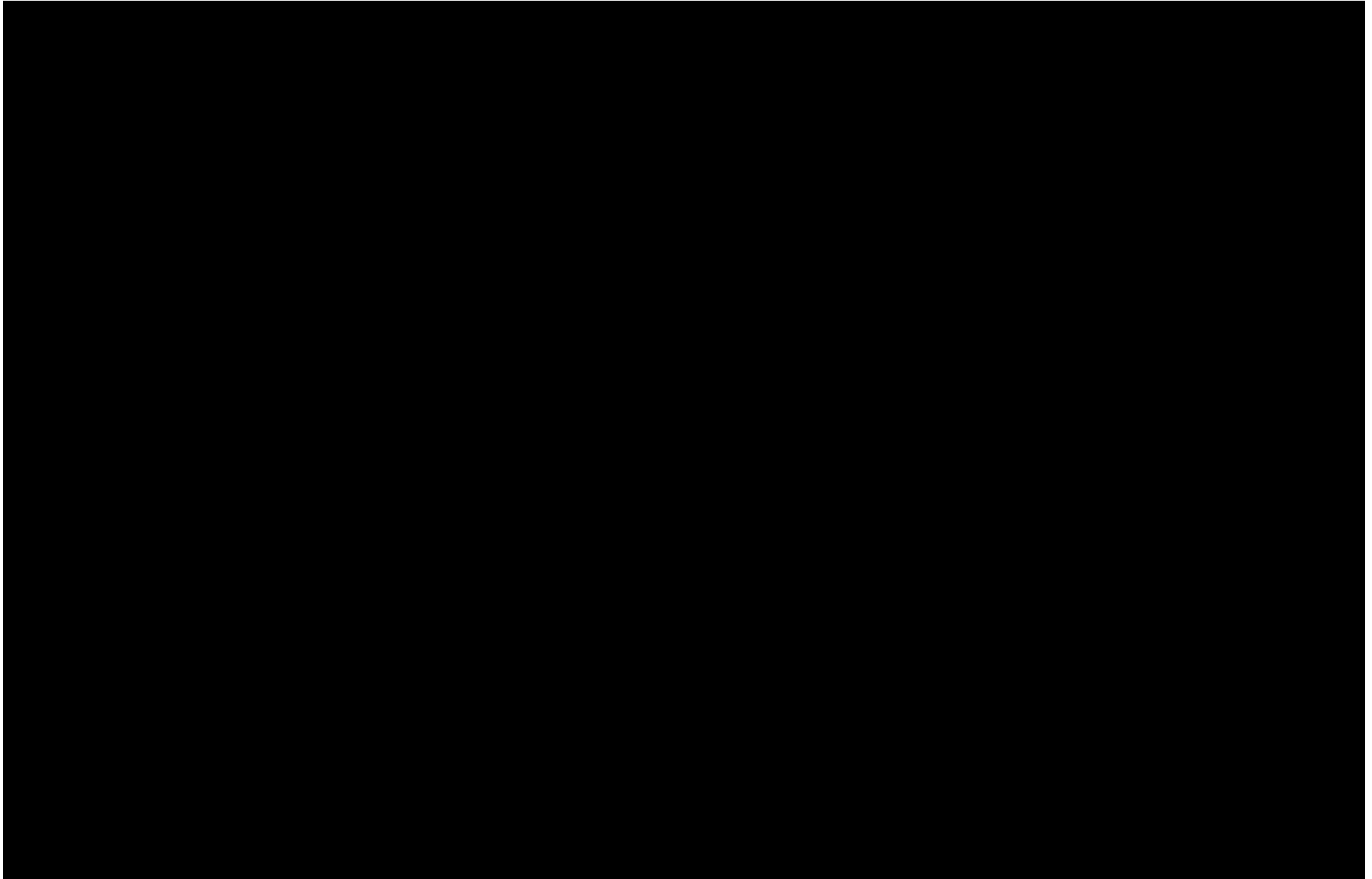


Figure 1: Xhibit Displays High Level Overview

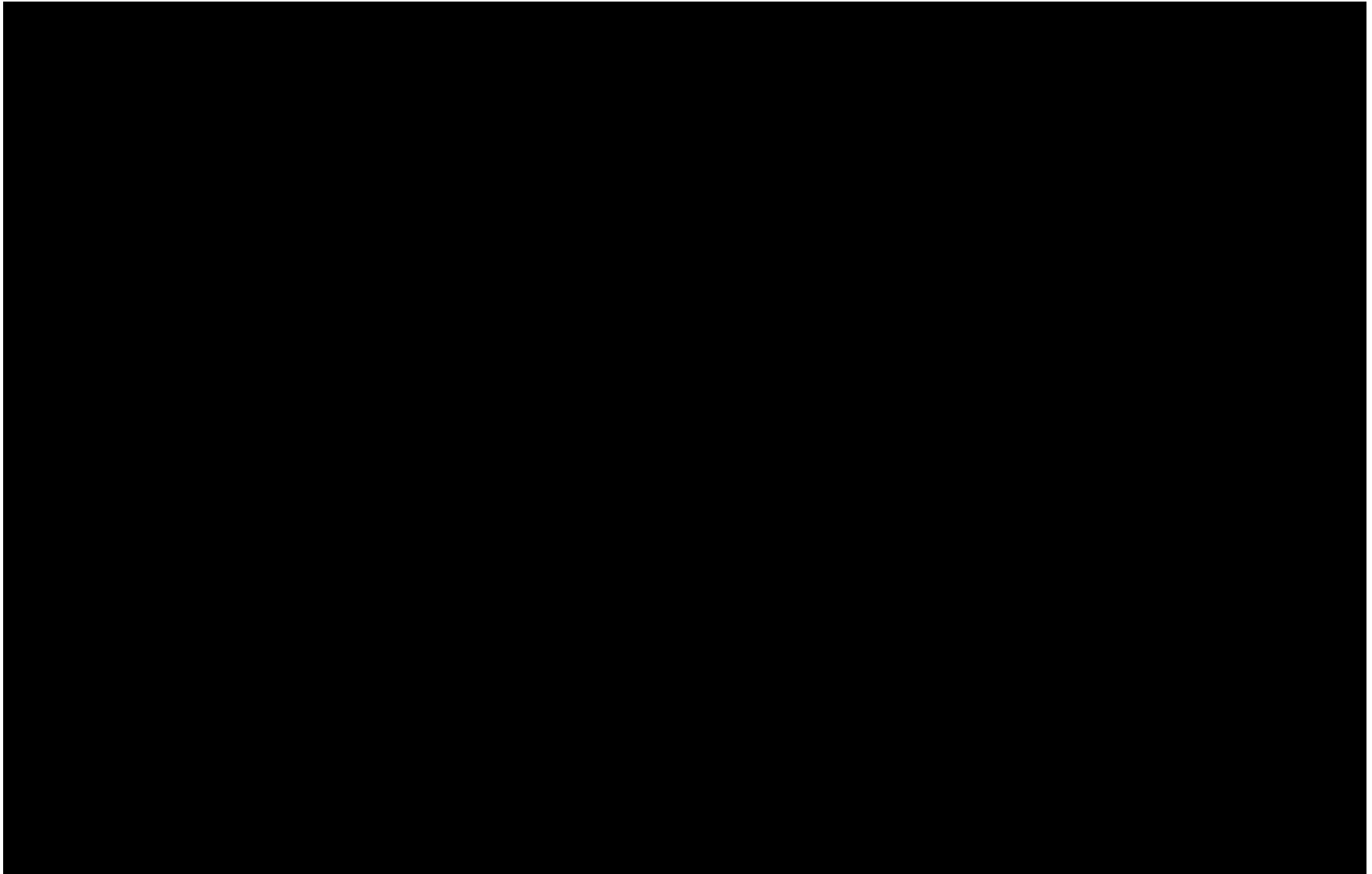




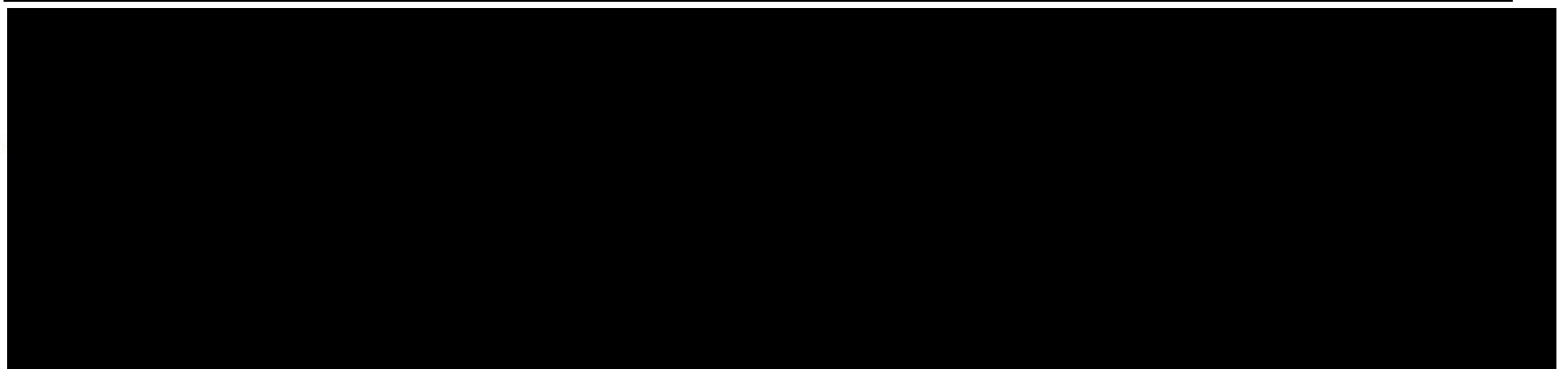
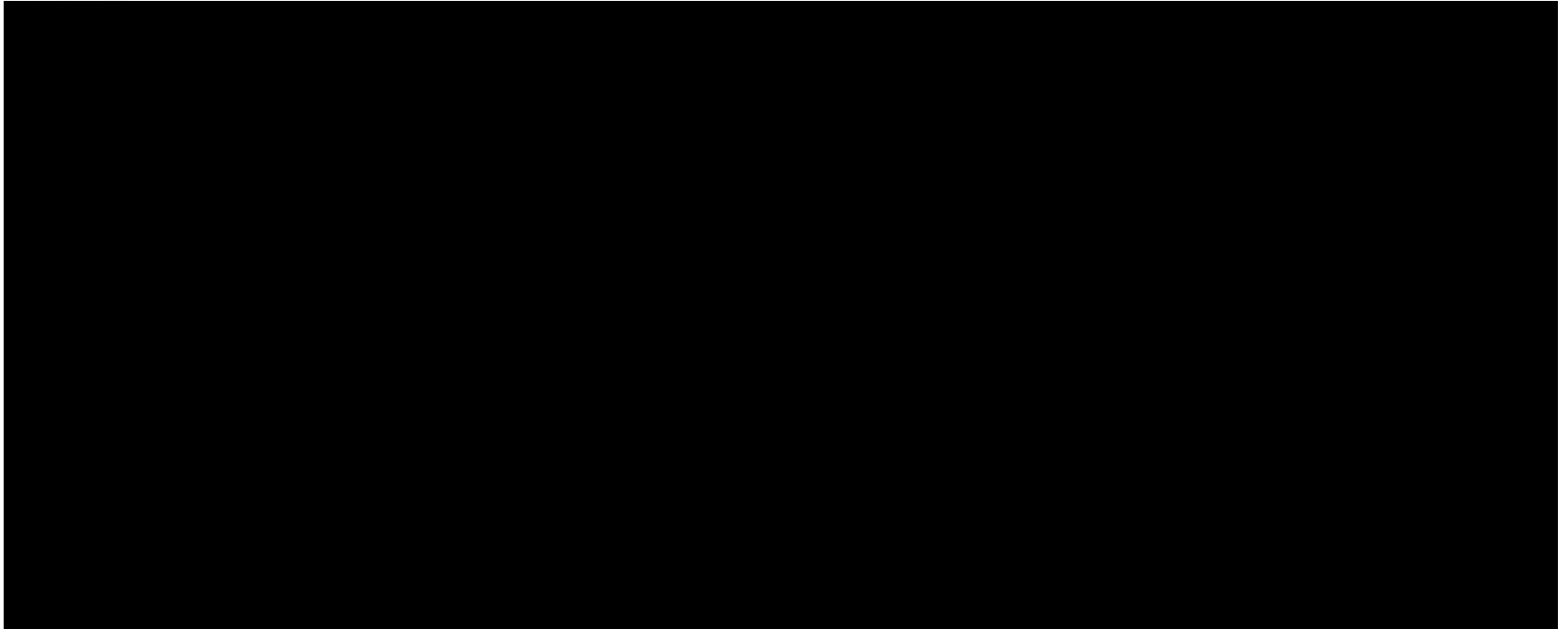








- **Cabling**



[REDACTED]

- **Support Responsibilities**

[REDACTED]

- **Sourcing Equipment**

[REDACTED]

[REDACTED]

- **Local Proxy Servers**

[REDACTED]

- **Hardware Support**

[REDACTED]

- **Device Management**

[REDACTED]

- **Primary and Secondary Switches**

[REDACTED]

- **Hardware Support**

[REDACTED]

- **Device Management**

[REDACTED]

- **Kettle Power Cables**

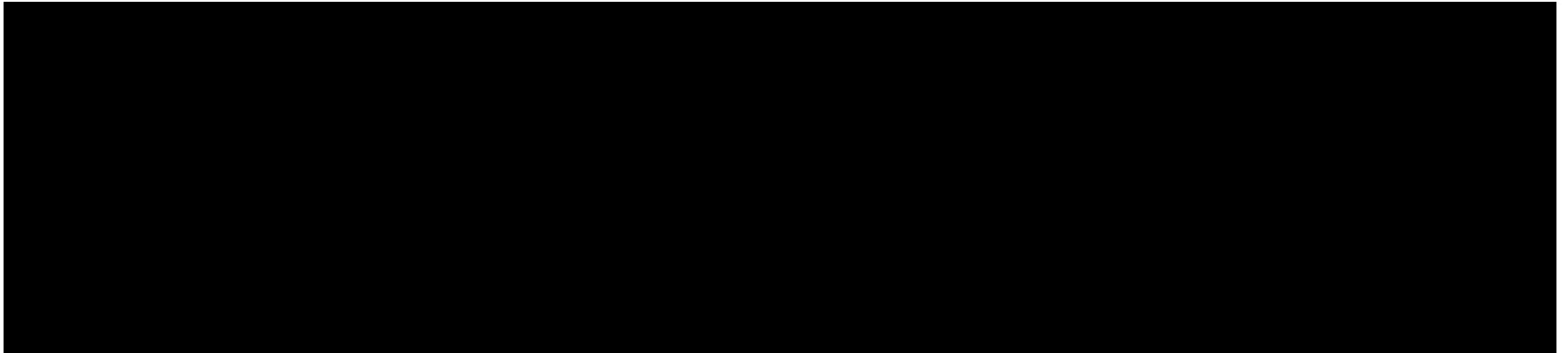
[REDACTED]

- **Cat5e RJ45 Ethernet Cables**

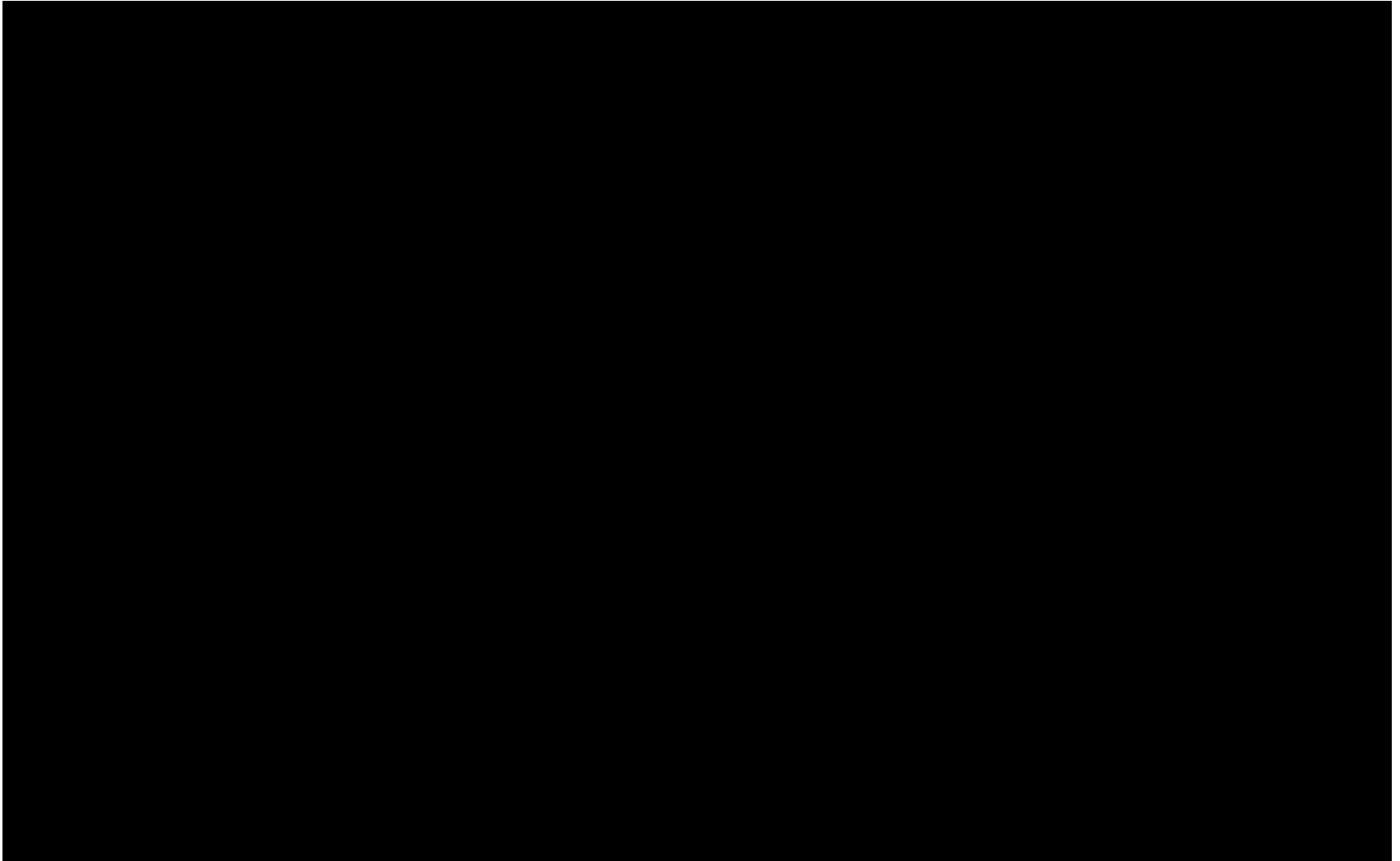
[REDACTED]

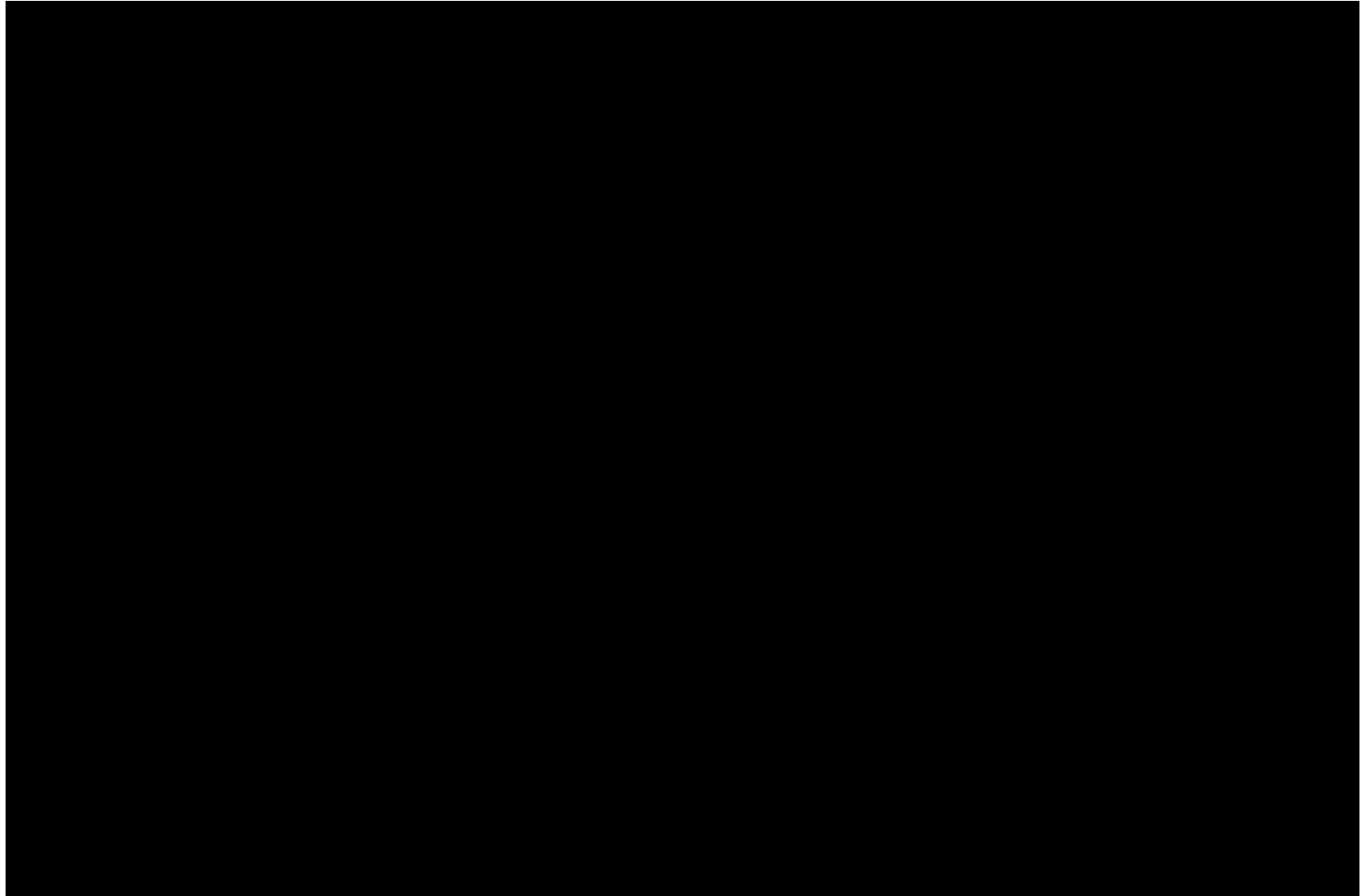
- **Total Equipment Support Requirements**

[REDACTED]



Annex 5 – [REDACTED]





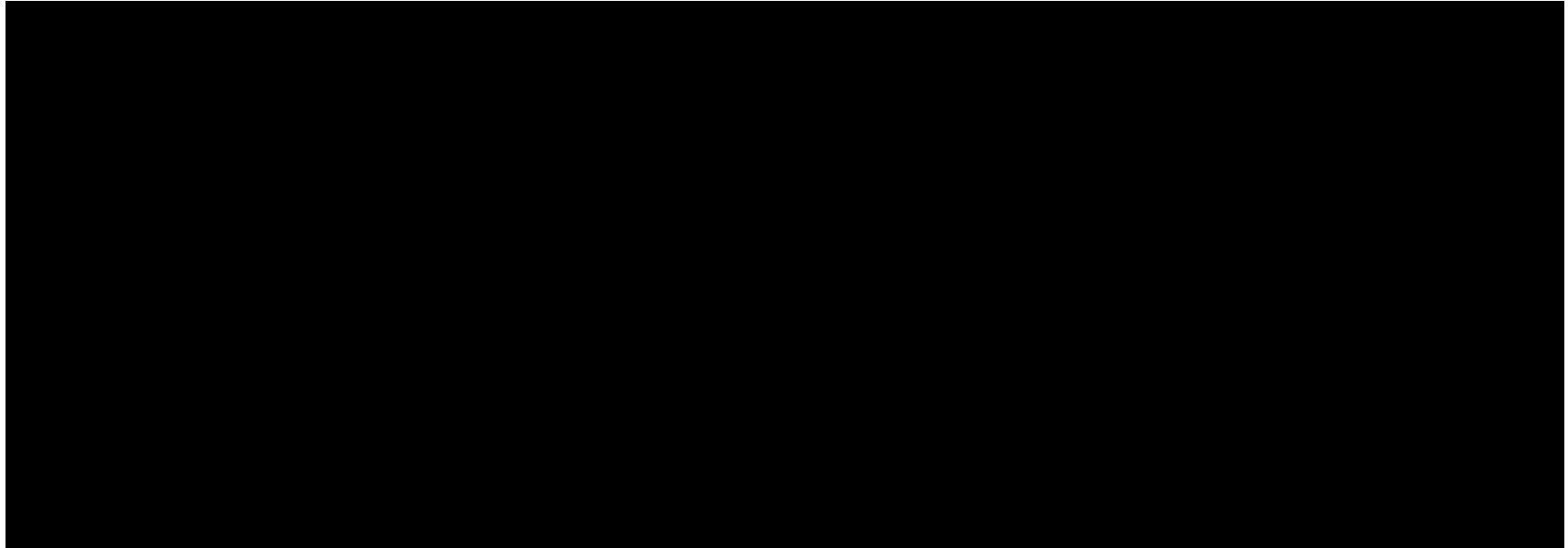


Annex 6 –



1





Annex 7 – [REDACTED] Licences

[REDACTED]

AMS Services
Schedule 2.1: Service Requirements
Annex 1: Sustainability and Social Value Requirements

1. INTRODUCTION

1.1 This annex 1 (Sustainability and Social Value Requirements) of schedule 2.1 (Service Requirements) covers:

1.1.1 social value;

1.1.2 carbon reduction, including the Carbon Reduction Plan.

2. PRINCIPLES OF SUSTAINABILITY AND SOCIAL VALUE

2.1 The AMS Supplier acknowledges that the Authority places great emphasis on ensuring that public services the Authority is responsible for delivering are sustainable and deliver additional value in a wider community context, relevant to the services delivered.

2.2 The Authority is committed to achieving Net Zero by 2050 in the UK and wishes to ensure that contracts for public services include appropriate environmental management measures that are in effect and utilised during the performance of a contract.

2.3 In the event that a new service or a change to an existing service is made via the Change Control Procedure, the AMS Supplier shall ensure that as part of its impact assessment the AMS Supplier considers the sustainability and social value impact where appropriate.

3. SOCIAL VALUE

3.1 The AMS Supplier recognises the UK Government's intention for public sector contracts to deliver social value to the communities we all work in. The AMS Supplier supports this intent and has augmented its existing corporate social responsibility programme with a number of projects to realise greater social value.

3.2 Prior the Effective Date, the AMS Supplier has established social value activities which include:

3.2.1 running a programme of STEM camps for children and the AMS Supplier offered the collateral to a programme to train young offenders;

3.2.2 creating opportunities for businesses who train and employ former offenders in our supply chain (for example, to paint the AMS Supplier's offices) and procure coffee for the AMS Supplier's facilities from Redemption Roasters;

3.2.3 sponsoring local children's sports teams; and

- 3.2.4 running tree planting initiatives, including a strategic partnership with “Project Seagrass” which the AMS Supplier believes could deliver a very substantial impact in Global sustainability.
- 3.3 From the 1 September 2023, the following further activities shall be carried out to meet Authority’s social value requirement:
 - 3.3.1 the AMS Supplier and the Authority will establish a Quarterly forum to discuss social value and sustainability (“**Social Value Forum**”) which shall meet in-person or virtually (with a preference to meet in person at least every other Quarter);
 - 3.3.2 the AMS Supplier will provide an update at the Social Value Forum to the Authority on:
 - 3.3.2.1 the AMS Supplier’s social value projects across the AMS Supplier’s business and offer the Authority the opportunity to collaborate with the AMS Supplier where appropriate; and
 - 3.3.2.2 any opportunities to improve the social value or sustainability with regard to the ongoing AMS Services.
- 3.4 The AMS Supplier shall provide the Authority with a social value report on an annual basis throughout the Term. Such social value report shall provide an update on the social value activities undertaken by the AMS Supplier in the previous twelve (12) months.
- 4. **CARBON REDUCTION**
 - 4.1 The AMS Supplier acknowledges that PPN 06/21 requires every entity bidding on UK public contracts worth over £5m to make a commitment to net zero by 2050 and produce a Carbon Reduction Plan.
 - 4.2 As part of its global net zero commitment, the AMS Supplier’s UK business has received validation for its science-based targets (SBTs) and committed to achieve net zero greenhouse gas (GHG) emissions by 2026. The AMS Supplier’s published commitment is, therefore, some twenty-four (24) years ahead of the required UK Government target.
 - 4.3 The AMS Supplier shall report to the Authority on the AMS Supplier’s corporate Carbon Reduction Plan on an annual basis throughout the Term.
 - 4.4 The AMS Supplier’s Carbon Reduction Plan as in place at July 2023 is at appendix A to this annex.

APPENDIX A: CARBON REDUCTION PLAN

CGI IT UK Limited Carbon Reduction Plan (PPN 06/21)



Supplier Name: CGI IT UK Limited ('the Company')

Publication Date: 30 September 2021

Commitment to achieving Net Zero

CGI IT UK Limited is committed to achieving Net Zero emissions by 2026.

Baseline Emissions Footprint

Baseline emissions are a record of the greenhouse gases that have been produced in the past and were produced prior to the introduction of any strategies to reduce emissions. Baseline emissions are the reference point against which emissions reduction can be measured.



Baseline Year:

FY2019

Additional Details relating to baseline emissions calculations:	<ul style="list-style-type: none">• The Financial Year runs from 1 October – 30 September. The Carbon Reduction plan will be reviewed and updated within 6 months of financial year-end.• For Scope 2, the Company has presented emissions on a location-based method and a market-based method.
Baseline year emissions:	
Emissions	Total (tCO ₂ e)
Scope 1	648
Scope 2	7,259 (location-based method) 2,352 (market-based method)
Scope 3 (categories 4,5,6,7,9)	5,361
Total Emissions:	13,268 (location-based method) 8,361 (market-based method)

Current Emissions Reporting

Reporting Year:

FY2020

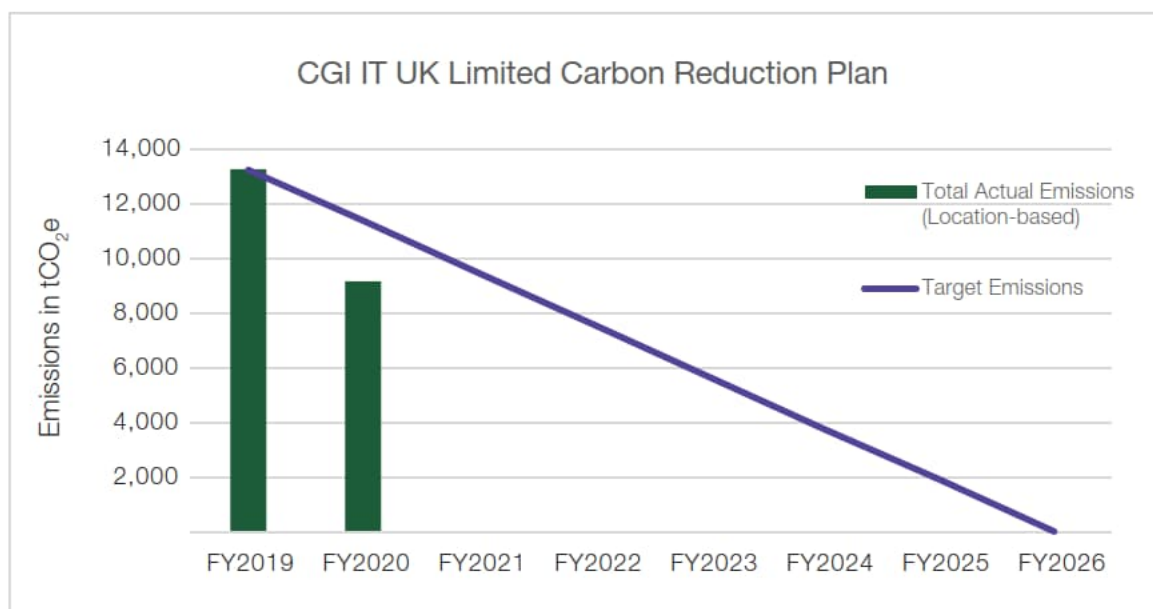
Emissions	Total (tCO ₂ e)
Scope 1	548
Scope 2	6,118 (location-based method) 1,606 (market-based method)
Scope 3 (categories 4,5,6,7,9)	2,480
Total Emissions:	9,146 (location-based method) 4,634 (market-based method)

Emission Reduction Targets

In order to continue our progress to achieving Net Zero, the Company has adopted the following carbon reduction targets.

The Company projects that carbon emissions will decrease over the next five years to **0 tCO₂e by 2026**, this is a reduction of **100%**. This includes removing the remaining residual emissions once the Company has reduced absolute emissions by 46% in line with our 1.5 degrees Science Based Target commitment detailed below.

Progress against targets can be seen in the graph below:



Carbon Reduction Projects

Completed Carbon Reduction Initiatives

The following environmental management measures and projects have been completed or implemented since the FY2019 baseline. The carbon emission reduction achieved by these schemes and the Covid-19 pandemic equate to **4,122 tCO₂e**, a 31% reduction against the 2019 baseline and the measures will be in effect when performing the contract. It should be noted that Covid-19 significantly impacted the GHG emissions, specifically business travel and commuting and the Company foresees some bounce-back in these emissions post Covid-19.

The Company has:

- Set Science Based Targets verified and approved by the Science Based Targets Initiative (SBTi) and is a signatory of the Race to Zero. The Company commits to reduce absolute scope 1 and 2 (market-based) GHG emissions by 46% by FY2026 from an FY2019 base year. The Company also commits to reduce absolute scope 3 GHG emissions 46% from business travel within the same timeframe. The Company commits that 50% of its suppliers by spend, covering purchased goods and services & capital goods, will have science-based targets by FY2026.
- Been ISO14001 certified since 2006 and 100% renewable energy in buildings owned by the Company.
- Invested in infrastructure to further reduce and optimize building energy consumption, including the replacement of heating and cooling plants with new energy efficient units as well as investment in LED lighting in multiple buildings.
- Developed a Smart Building Internet of Things (IoT) solution that is being trialled at the Leatherhead office. Through active monitoring of the building environment to understand CO₂, humidity, energy usage, temperature as well as occupancy the Company will look to reduce emissions and increase the energy efficiency of this building and dependent on the outcome of this trial, will look to roll this out to other offices.
- Implemented a 'No Planet B' employee (whom the Company calls members) initiative within our business. Members suggest, share and drive changes, both in their work and in home life, which have a positive effect on the future of our planet. The following highlight a few of the ways No Planet B ambassadors have helped to reduce the Company's environmental impact in the UK:
 - Eliminating the use of single use plastics from the kitchen office environments
 - Implementing cycling ambassadors in all UK offices to promote cycling initiatives
 - Encouraging recycling, reusing and reducing through facilities and waste management initiatives
 - Implementing Office Environmental Ambassadors

In the future the Company is aiming to implement further measures such as:

- Switching CGI-owned vehicles to low-carbon or electric vehicles
- Implementing event and travel policy changes
- Installing additional electric / hybrid vehicle car charging points at offices
- Deploying a landlord engagement programme to promote the switch to 100% renewable energy and energy optimization in all leased buildings where the Company has operational control
- Implementing a supplier engagement programme to help suppliers on their net zero journey
- Rolling out a "Green Member Engagement" programme to monitor, track, reduce and reward sustainable travel, home energy and lifestyle choices

Declaration and Sign Off

This Carbon Reduction Plan has been completed in accordance with PPN 06/21 and associated guidance and reporting standard for Carbon Reduction Plans.

Emissions have been reported and recorded in accordance with the published reporting standard for Carbon Reduction Plans and the GHG Reporting Protocol corporate standard and uses the appropriate Government emission conversion factors for greenhouse gas company reporting.

Scope 1 and Scope 2 emissions have been reported in accordance with SECR requirements, and the required subset of Scope 3 emissions have been reported in accordance with the published reporting standard for Carbon Reduction Plans and the Corporate Value Chain (Scope 3) Standard.

This Carbon Reduction Plan has been reviewed and approved by the board of directors (or equivalent management body).

Signed on behalf of the Supplier (CGI IT UK Limited):

A handwritten signature in black ink, appearing to read 'Tara McGeehan', with a long horizontal flourish extending to the right.

Tara McGeehan
Director of CGI IT UK Ltd
Date: 22/09/2021

End of schedule

OFFICIAL

ANNEX 4

SCHEDULE 2.5 (SECURITY MANAGEMENT PLAN)



Ministry of
JUSTICE

Application Maintenance & Support (AMS) Services

Schedule 2.5: Security Management Plan

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	27 July 2020		First draft. Based on the Hosting schedule 2.5. Changing references to "Hosting" to "AMS".
0.2	19 August 2020		Previous tracked changes accepted. Updated draft.
1.0	8 September 2020		Final version.
1.1	7 August 2023		Updated draft for extension following MOJ Infosec review
2.0	9 August 2023		Final version for contract extension

TABLE OF CONTENTS

1. INTRODUCTION 4

2. PRINCIPLES OF SECURITY..... 5

3. ASSURANCE..... 7

4. INFORMATION SECURITY MANAGEMENT SYSTEM..... 9

5. SECURITY MANAGEMENT PLAN10

6. AUDITING.....14

7. COMPLIANCE WITH ISO/IEC 2700115

8. BREACH OF SECURITY16

1. INTRODUCTION

1.1 This schedule 2.5 (Security Management Plan) covers:

- 1.1.1 principles of protective security to be applied in delivering the AMS Services, noting for example that the protective monitoring solution (ProMon) is not an AMS Supplier responsibility, but AMS event information should be available to ProMon;
- 1.1.2 wider aspects of security relating to the AMS Services, in the form of overview and contextual information where possible and helpful;
- 1.1.3 the development and delivery of assurance evidence for the AMS Services;
- 1.1.4 assurance of the AMS Services;
- 1.1.5 the development, implementation, operation and maintenance of the assurance management plan;
- 1.1.6 the development, implementation, operation, maintenance and continual improvement of an Information Security Management System (ISMS), the scope of which will be agreed with the Authority;
- 1.1.7 the development, implementation, operation, maintenance and continual improvement of the Security Management Plan covering both assurance and the ISMS;
- 1.1.8 audit of ISMS compliance with ISO/IEC27001:2013;
- 1.1.9 audit of compliance with the security requirements set out in schedule 2.1 (Service Requirements);
- 1.1.10 certification of the ISMS to BS ISO/IEC 27001:2013 Standard (Information technology - Security techniques - Information security - Management systems - Requirements) and BS ISO/IEC 27002 (Information Technology - Security techniques - Code of Practice for information security controls); and
- 1.1.11 obligations in the event of actual, potential or attempted breaches of security.

2. PRINCIPLES OF SECURITY

- 2.1 This schedule 2.5 (Security Management Plan) conveys the spirit and principles of the minimum information security requirements required of the AMS Supplier by the Authority while the AMS Supplier, its Sub-contractors, sub-processors and supply-chain are in possession of, or maintains access to, Authority Data, the Authority's information or Authority's systems. Due to the nature of evolving informational risk threats, and associated standards and guidance, the schedule conveys principles in lieu of an exhaustive and complete description of all possible definable requirements.
- 2.2 The AMS Supplier acknowledges that the Authority places great emphasis on the confidentiality, integrity and availability of information processed by systems operating 'securely' within the limits and boundaries of Authority risk appetite and tolerance levels. The AMS Supplier is required to create and maintain a proportional and holistic approach to information security in order to appropriately safeguard Authority Materials, including Supplier generated data or information, in relation to the fulfilment of this Agreement. The AMS Supplier must continuously review and improve its approach to information security to ensure any associated controls or defences are appropriate, modern, current and proportional, in order to adequately protect and assure data or information at any point in time.
- 2.3 The AMS Services must at all times comply with the Government Functional Standards -GovS-007 Security (<https://www.gov.uk/government/publications/government-functional-standard-govs-007-security>) (which replaces the [HMG Security Policy Framework](#)), Authority assurance and Security Policy Framework requirements, appropriate [NCSC Good Practice Guides](#), architectural patterns, implementation guides and security procedures; including assurance of any operational resources, and supporting the AMS Services processing Authority Data and the development of code for the AMS Services. These compliance requirements form the 'parent' baselines for cross-Government departmental policies, including that of the Authority. Outside of the formal assurance process, ISO/IEC 27001:2013 is recognised as good practice for delivery of secure services and consequently the AMS Supplier shall adhere to the ISO/IEC 27001:2013 information security standards for the provision of AMS Services ICT Environment.

- 2.4 The AMS Supplier shall be responsible for the effective performance of all security and assurance controls supporting the AMS Service; and shall at all times in relation to the AMS Service and through all AMS Supplier Personnel, provide a level of security which:
- 2.4.1 is in accordance with Government Functional Standards -GovS-007 Security (<https://www.gov.uk/government/publications/government-functional-standard-govs-007-security>) (which replaces the [HMG Security Policy](https://www.gov.uk/government/publications/security-policy-framework) (<https://www.gov.uk/government/publications/security-policy-framework>)), MoJ Security Policies and appropriate [NCSC Good Practice Guides](https://www.ncsc.gov.uk/section/advice-guidance/all-topics) (<https://www.ncsc.gov.uk/section/advice-guidance/all-topics>), architectural patterns, implementation guides and security procedures, Good Industry Practice, Law and this Agreement, noting that MoJ Security Policies that are current will apply as at the date of this schedule 2.5 (Security Management Plan) being agreed and that changes/updates to MoJ Security Policies after that date would be done as a formal change request;
 - 2.4.2 complies with the Authority's ICT security policies, standards and guidance approved by the Authority pursuant to this schedule 2.5 (Security Management Plan) or AMS Supplier supporting ISMS, especially relating to information assurance, and that may be amended or replaced from time to time and as referenced in paragraphs 3 and 8 of this schedule 2.5 (Security Management Plan);
 - 2.4.3 manages any specific Security Risks to Information Assets, of which the AMS Supplier is aware owing to the risks being present in the Risk Register;
 - 2.4.4 is certified to ISO/IEC 27001:2013 in accordance with this schedule 2.5 (Security Management Plan);
 - 2.4.5 complies with the Information Security Management requirements as set out in schedule 2.1 (Service Requirements);
 - 2.4.6 complies with the Authority's data sharing and data access policies;
 - 2.4.7 complies with the policies and requirements set out in the Security Aspects Letter (as identified in schedule 11 (Referenced Documents)); and
 - 2.4.8 is maintained for the duration of the Term through security and assurance management activities identified in the Security Management Plan, and where the assurance management activities are those which take place in support of the assurance

requirements as defined in paragraphs 3 and 8 of this schedule 2.5 (Security Management Plan).

2.5 For the avoidance of doubt, the AMS Supplier shall be responsible for keeping up to date with all amendments to any document set out above that is available to the public or which the AMS Supplier is able to access through relevant industry bodies, such that:

2.5.1 where a document content change is entirely within the ownership of the Authority, compliance with that change is subject to a Change Request;

2.5.2 where a document content change is not within the ownership of the Authority, for example regarding national legislation or regulations such as data privacy obligations, these are not subject to a Change Request and must be met by all parties.

2.6 The AMS Supplier shall ensure that the Services for all applications in scope are provided in compliance with the necessary security provisions.

3. ASSURANCE

3.1 The requirements of this paragraph 3 shall apply to the AMS Services and relevant AMS Supplier support systems.

3.2 Assurance is deemed to mean that the AMS Supplier shall have in place and shall maintain for the duration of the Term:

3.2.1 an agreed and approved Information Security Management System certified to ISO IEC 27001, within the timescales identified in this schedule 2.5 (Security Management Plan);

3.2.2 Cyber Essentials Plus (or any agreed equivalent replacement certification) throughout the Term and thereafter for as long as the AMS Supplier holds or processes any Authority Materials where a directly comparable and verifiable compliance regime (such as suitably scoped ISO27001:2013 compliance, supported by suitably scoped and qualified independent technical validations and associated remediation) are not held;

3.2.3 NCSC Certified Assisted Products (CAPS) (<https://www.ncsc.gov.uk/information/products-cesg-assisted-products-service>) for existing products and services used to provide security enforcing functionality (SEF) and NCSC Commercial Production Assurance (CPA) for SEF products and services

implemented on or after 1 September 2023, as determined by the MoJ Security Policies and other policy documents referred to in paragraphs 3 and 8 of this schedule 2.5 (Security Management Plan) where such products are available;

3.2.3.1 where a product provides cryptographic functionality, then the product should be assured under the NCSC Assisted Products Service (CAPS) to a level commensurate with the assurance requirements set out in this schedule 2.5 (Security Management Plan);

3.2.3.2 where no products are available that are assured under either the CPA or CAPS schemes, then the Authority will consider other recognised assurance, such as Common Criteria Certification, to a level commensurate with the assurance requirements set out in this schedule 2.5 (Security Management Plan);

3.2.3.3 where there is no technically viable and formally assured product, the AMS Supplier may propose a commercial product. The Authority reserves the right to require a bespoke assurance of such a product under a recognised scheme such as the [NCSC Tailored Assurance Service \(CTAS\)](#).

3.2.4 a current IT Health Check (penetration testing) report, normally performed by an independent provider, facilitated by the AMS Supplier (the Charges for which are subject to the Change Control Process as appropriate), to check and assure that the security controls are working correctly;

3.2.5 a Risk Management Document, which must be maintained at least annually through the life of the project, and normally reviewed at thirty (30) day intervals until such time as risks are incorporated in the Risk Register for on-going management; and

3.2.6 a process to provide ongoing security assurance through the life of the project.

3.3 The AMS Supplier shall ensure that products providing security enforcing functionality are technically viable, that is they meet all the necessary functional and non-functional requirements for the intended use and are appropriately assured as described in paragraph 3.2 of this schedule 2.5 (Security Management Plan).

3.4 The AMS Supplier shall comply with the [UK Government Security Classifications Policy](#) in order to recognise government classification and handling markings and ensure the appropriate level of information security and information management required by the same.

- 3.5 The AMS Supplier shall ensure that any technology developed or utilised for fulfilment of this Agreement, will be developed, reviewed and where appropriate proportionally remediated. This remediation shall be in line with professional certified independent technical security testing (such as CyberScheme, or [CREST](#) certified) or as approved by the Authority against application source code and associated underlying infrastructure. Where possible this solution shall utilise and align with the [Open Standards for Government](#) (<https://www.gov.uk/government/publications/open-standards-for-government>). Professional certified independent technical security testing must include, but not be limited to, the Open Web Application Security Project (OWASP) 'Top 10'.
- 3.6 The AMS Supplier shall, prior to the Effective Date, and at no cost to the Authority, ensure that all assurance materials are in place for the AMS Services. Assurance will be as defined by this schedule 2.5 (Security Management Plan), the Authority's approach and strategy for Assurance; and, where appropriate, certification under NCSC schemes.
- 3.7 The AMS Supplier shall ensure that the AMS Supplier ICT Environment complies with the requirements for Assurance for the duration of the Term.
- 3.8 The AMS Supplier shall review at least annually and maintain the Assurance status of the AMS Supplier ICT Environment for the duration of the Term.
- 3.9 Any document referenced in the Assurance evidence shall be made available to the Authority.

4. INFORMATION SECURITY MANAGEMENT SYSTEM

- 4.1 The AMS Supplier shall develop, implement, operate, maintain and regularly improve the ISMS and will, without prejudice to this schedule 2.5 (Security Management Plan), submit a draft ISMS to the Authority within sufficient time to enable the Authority to review and Approve such draft ISMS in accordance with schedule 8.7 (Document Approval Procedure) within forty (40) Working Days of the Effective Date. Thereafter the ISMS shall be reviewed at least annually, and periodically updated and audited in accordance with ISO/IEC 27001:2013, provided that each update of the ISMS must be Approved by the Authority before it is implemented and operated by the AMS Supplier. The AMS Supplier shall ensure that the ISMS includes the security incident management process, dealing with, among other matters, data security incident management.

- 4.2 The AMS Supplier shall develop implement, operate, maintain and regularly improve and maintain a Security Management Plan in accordance with this schedule 2.5 (Security Management Plan).
- 4.3 Both the ISMS and the Security Management Plan shall, unless otherwise specified by the Authority, be designed to protect all aspects of the processes associated with the delivery of the AMS Services, including the AMS Supplier Sites and the AMS Supplier ICT Environment, information and data (including the Authority Confidential Information and the Authority Data) to the extent used by the Authority or the AMS Supplier in connection with this Agreement.
- 4.4 Any document referenced in the ISMS shall be made available to the Authority.

5. SECURITY MANAGEMENT PLAN

- 5.1 Within forty (40) Working Days of the Effective Date and in accordance with this schedule 2.5 (Security Management Plan), the AMS Supplier will prepare and deliver to the Authority for Approval a fully complete and up to date draft Security Management Plan (draft version 0.7 to baselined to V1.0). Thereafter the Security Management Plan shall be periodically updated, reviewed annually in the fourth and fifth Contract Years, and audited in accordance with HMG assurance as defined in this schedule 2.5 (Security Management Plan), and ISO/IEC 27001:2013 certification requirements, provided that each update of the Security Management Plan must be Approved by the Authority before it is implemented and operated by the AMS Supplier.
- 5.2 Following Approval of the Security Management Plan, or any subsequent revision of the Security Management Plan, the AMS Supplier shall immediately implement such Security Management Plan or revision as applicable.
- 5.3 The Security Management Plan shall comply with the ISO/IEC 27001:2013 and ISO/IEC 27002 certifications (or any agreed equivalent replacement certifications) recognised by the British Standards Institution and will ensure compliance for the duration of the Agreement.
- 5.4 The Security Management Plan will set out the security controls to be implemented and maintained by the AMS Supplier in relation to all aspects of ICT support for the AMS Services and all support processes associated with the delivery of the AMS Services and shall at all times comply with those security measures.

- 5.5 The Security Management Plan will unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Authority Premises, the Sites, the AMS Supplier System, the Authority System (to the extent that it is under the control of the AMS Supplier) and any IT, Information and data (including Authority Confidential Information and the Authority Data) to the extent used by the Authority or the Supplier in connection with this Agreement or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the AMS Services.
- 5.6 The Security Management Plan will detail the process for managing any security risks from Sub-contractors and third parties authorised by the Authority with access to the AMS Services.
- 5.7 The Security Management Plan will be structured and certified in accordance with ISO/IEC 27001.
- 5.8 Any document referenced in the Security Management Plan shall be made available to the Authority.
- 5.9 The Security Management Plan will identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the AMS Supplier.
- 5.10 The AMS Supplier shall ensure that all AMS Supplier Personnel involved in the delivery or support of services to the Authority have current appropriate clearances as defined in the Security Aspects Letter, Staff Vetting Procedures and Contractor Personnel Security Requirements as referenced in schedule 11 (Referenced Documents). The AMS Supplier shall certify to the Authority that the AMS Supplier Personnel hold the appropriate security clearance in accordance with the Security Aspects Letter (as identified in schedule 11 (Referenced Documents)). The certification shall include, but not be limited to the name, date of birth, type of clearance, issuing authority and clearance reference number for each such individual. The AMS Supplier shall provide such security clearance certification within five (5) Working Days of the Effective Date and at no more than six (6) monthly intervals thereafter.
- 5.11 AMS Supplier Personnel should have clearance to, or higher than, the highest clearance level for an Authority system, service, application, information or data they work with (architect, design, develop, implement, deploy, configure, maintain, use, or in any way operate). For example, an administrator looking after a system that stores data up to and including SECRET should themselves be security cleared to permit access to SECRET material.

- 5.12 The AMS Supplier shall immediately notify the Authority where any security clearance issues occur with respect to the AMS Supplier's Personnel.
- 5.13 The AMS Supplier will undertake mitigating action when requested by the Authority in relation to any security clearance issues raised pursuant to paragraph 5.12 of this schedule 2.5 (Security Management Plan).
- 5.14 The AMS Supplier shall ensure that all AMS Supplier Personnel are familiar with their responsibilities under relevant legislation, including but not limited to the Official Secrets Act, the Data Protection Act 2018, the General Data Protection Regulation and the Freedom of Information Act, both in employment and following any termination or change of employment.
- 5.15 The AMS Supplier shall ensure that all AMS Supplier Personnel are trained in the handling of classified materials according to the Authority's Information Classification and Handling Policy (as identified in schedule 11 (Referenced Documents)).
- 5.16 The AMS Supplier shall ensure that all AMS Supplier Personnel are promptly made aware of any change to the Authority's policies on handling classified material.
- 5.17 The AMS Supplier shall ensure that all AMS Supplier Personnel undertake information risk awareness training within six (6) weeks of commencing work, or management, or delivery related to the AMS Services and annually thereafter.
- 5.18 The AMS Supplier shall ensure that physical and personnel security procedures applied to AMS Supplier Sites conform to the Authority security requirements and the Security Policy Framework.
- 5.19 In the event that the investigation of a security incident reveals weaknesses or flaws in the ISMS or Security Management Plan, then any change to the ISMS or Security Management Plan to remediate the weakness or flaw must be approved by the Authority and implemented on the Authority's request. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Authority's security policy, security requirements or as a result of a security incident, the change to the ISMS or Security Management Plan shall be at no cost to the Authority.
- 5.20 The AMS Supplier shall process Personal Data in accordance with clause 43 (Protection of Personal Data).

- 5.21 The ISMS and Security Management Plan will be fully reviewed by the AMS Supplier at least annually, or from time to time as the Authority requests, to reflect:
- 5.21.1 emerging changes in Good Industry Practice;
 - 5.21.2 any change or proposed change to the AMS Supplier ICT Environment, the AMS Services and/or associated processes; and
 - 5.21.3 any new perceived or changed security threats.
- 5.22 The AMS Supplier shall submit the results of such reviews to the Authority for Approval as soon as reasonably practicable after their completion. The results of the review should include, without limitation:
- 5.22.1 suggested improvements to the effectiveness of the ISMS;
 - 5.22.2 updates to the risk assessments;
 - 5.22.3 proposed modifications to the procedures and controls that affect the ability to respond to events that may impact on the ISMS; and
 - 5.22.4 suggested improvements in measuring the effectiveness of controls.
- 5.23 Any change or amendment which the AMS Supplier proposes to make to the ISMS or Security Management Plan as a result of a review of the ISMS or to address a non-compliance with the Authority's security policy or security requirements (as set out in schedule 2.1 (Service Requirements)) shall be subject to the Change Control Procedure and shall not be implemented until approved in writing by the Authority. Such change or amendment shall be made at no cost to the Authority.
- 5.24 In order to reduce document production effort for the AMS Supplier and Hosting Supplier and document review effort for the Authority, and to remove the risk of separate SMPs ("Security Management Plan") becoming 'unaligned', the parties have agreed to combine the two individual Security Management Plans for AMS Services and for Hosting Services into a single document to govern both contracts.
- 5.25 CGI IT UK Limited in its capacity as the AMS Supplier under this Agreement, and in its capacity as the Hosting Supplier under the Hosting Agreement, confirms that there shall be no additional cost to the Authority as a result of the SMP being shared across both contracts and

in particular there shall be no additional cost, resources or effort required to implement the document, update the document, or upon the expiry or earlier termination of the other contract to clarify how the SMP applies to the remaining contract.

6. AUDITING

- 6.1 The AMS Supplier shall conduct audits as required by the AMS Supplier or the Authority. The date, timing, content and conduct of such audits shall be agreed in advance with the Authority. Audits may be against areas of compliance, such as ISO 27001 or PSN and may be physical, procedural or technical in nature and may require IT Health Checks of the ICT Environment supporting the AMS Services. The requirements for IT Health Checks are set out in schedule 2.1 (Service Requirements).
- 6.2 The Authority shall be entitled to send a representative to witness the conduct of the audits. The AMS Supplier shall provide the Authority with the results of such audits (in a form agreed with the Authority in advance) as soon as practicable after completion of each audit.
- 6.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to this Agreement, the Authority and/or its authorised representatives may, subject to the AMS Supplier's consent as to process and timing (such consent not to be unreasonably withheld or delayed), carry out such audits as are reasonably necessary in relation to the ISMS or Assurance, and the AMS Supplier's compliance with the ISMS and the Security Management Plan. The Authority shall notify the AMS Supplier of the results of such audits after completion of each such test. Audits shall be designed and implemented so as to minimise the impact on the delivery of the AMS Services.
- 6.4 Where any audit carried out pursuant to this schedule 2.5 (Security Management Plan) reveals any actual, attempted or potential Breach of Security, the AMS Supplier shall promptly notify the Authority of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the AMS Supplier proposes to make in order to correct such failure or weakness. Subject to the Authority's Approval in accordance with paragraph 5.22 of this schedule 2.5 (Security Management Plan), the AMS Supplier shall implement such changes to the ISMS and the Security Management Plan as soon as possible unless otherwise agreed in writing by the Authority.

7. COMPLIANCE WITH ISO/IEC 27001:2013

- 7.1 The AMS Supplier shall provide the ISMS Scope for Approval by the Authority. The Scope of 27001 certification is to include the AMS Supplier ICT Environment and supporting processes included in the delivery of the AMS Services.
- 7.2 The AMS Supplier shall obtain certification from a UKAS registered organisation of the ISMS (or a non-UKAS registered organisation registered to another assurer covered under a multilateral UKAS agreement) to ISO/IEC 27001:2013 for any aspect of the business that is necessary to support the AMS Services. The AMS Supplier shall maintain such certification for the duration of this Agreement.
- 7.3 If certain parts of the ISMS do not conform to controls as described in ISO/IEC 27001:2013 and HMG Information Assurance Standards, the AMS Supplier shall promptly notify the Authority of this and the Authority, in its absolute discretion, may waive the requirement for certification in respect of the relevant parts, following the HMCTS risk and assurance process. The AMS Supplier shall supply notification to the Authority in the form of submission of the independent audit report from the UKAS organisation, Authority led audit report or AMS Supplier internal audit report.
- 7.4 Without prejudice to any other right of audit or access granted to the Authority pursuant to this Agreement, the Authority shall be entitled to carry out such regular security audits as may be required in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001:2013.
- 7.5 If, on the basis of evidence provided by such audits, it is the Authority's opinion that compliance with the principles and practices of ISO/IEC 27001:2013 is not being achieved by the AMS Supplier, then the Authority shall notify the AMS Supplier of the same and give the AMS Supplier an agreed period of time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC 27001:2013. If the AMS Supplier does not become compliant within the required time then the Authority has the right to obtain an independent audit against these standards in whole or in part.
- 7.6 If, as a result of any such independent audit as described in this schedule 2.5 (Security Management Plan), the AMS Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001:2013 (except in cases where the Authority has previously Approved the design, development and testing of the security model) then the AMS Supplier

shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Authority in obtaining such audit. Where the non-compliance is in relation to previously Approved design, development and test of the security model, any actions to be taken will be agreed through the Change Control Procedure.

8. **BREACH OF SECURITY**

8.1 Either party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS (the "Security Incident Management Process") upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

8.2 Without prejudice to the Security Incident Management Process, upon becoming aware of any of the circumstances referred to in paragraph 8.1 of this schedule 2.5 (Security Management Plan), the AMS Supplier shall:

8.2.1 immediately take the steps necessary to:

8.2.1.1 remedy such breach or protect the integrity of the AMS Services against any such potential or attempted breach or threat; and

8.2.1.2 mitigate the same or an equivalent breach from occurring in the future.

8.2.2 Such steps shall include any action or changes required by the Authority. In the event that such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the AMS Supplier under this Agreement, then the AMS Supplier shall:

8.2.2.1 be entitled to refer the matter to the Change Control Procedure; and

8.2.2.2 as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

APPENDIX 1

Security Management Plan shall be included in Schedule 11 Referenced Documents

End of schedule

OFFICIAL

ANNEX 5

SCHEDULE 4.1 (SUPPLIER SOLUTION)



Ministry of
JUSTICE

Application Maintenance & Support (AMS) Services

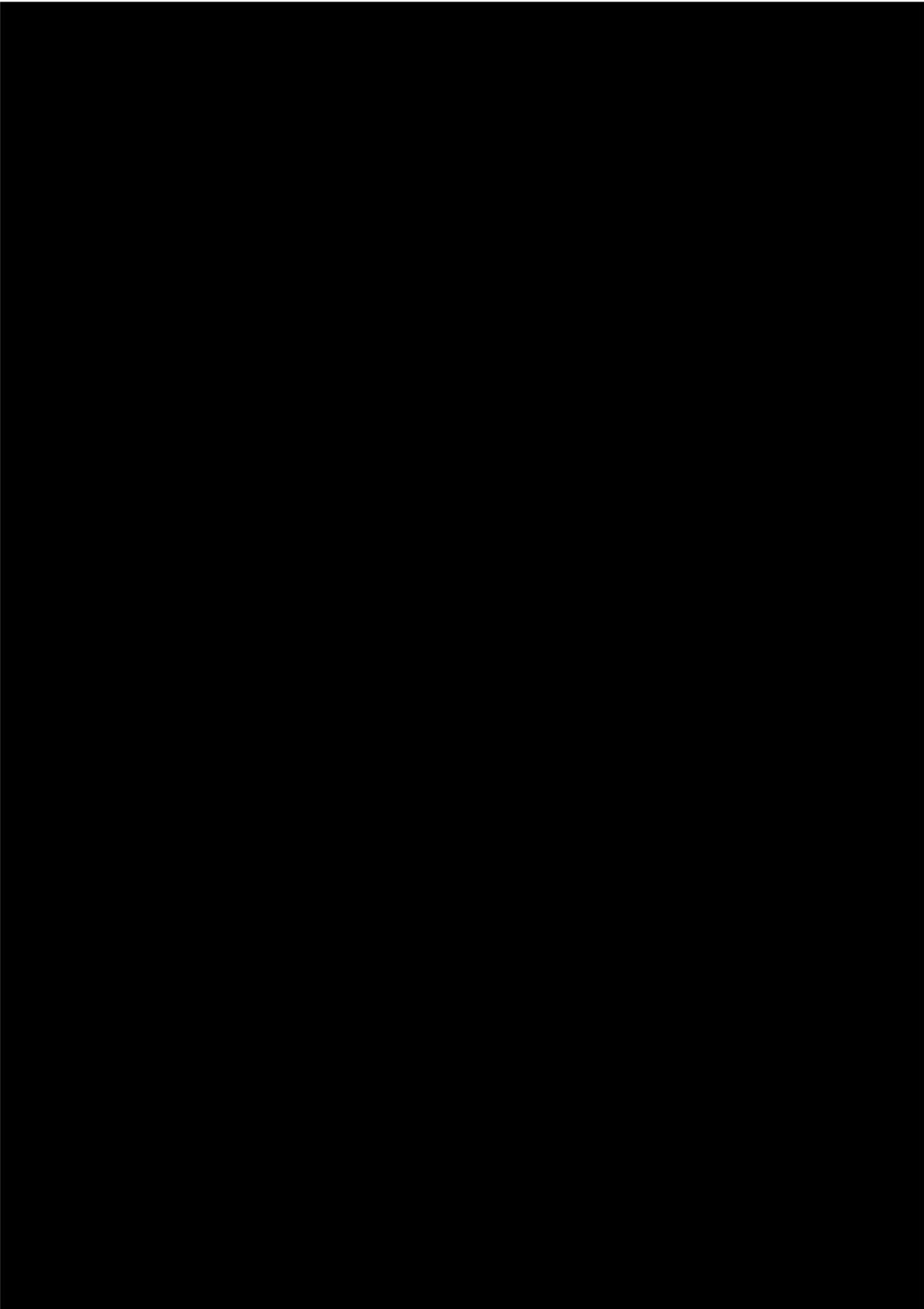
Schedule 4.1: AMS Supplier Solution

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	5 August 2020		First Draft. Based on V7.0 conformed version. Removal of "Lot 1".
0.2	8 September 2020		Updated draft. Accepting previous MoJ changes and rejecting CGI change at appendix 6 as agreed.
0.3	29 September 2020		Updated draft including the applications list
1.0	29 September 2020		Final version
1.1	14 February 2023		Draft conformance updates (see Conformance Tracking table at back of schedule)
1.2	02 March 2023		Conformance draft. Updated formatting and presentation in Conformance Tracking table.
1.3	21 April 2023		Updated formatting of Conformance Tracking table.
2.0	12 June 2023		Updated formatting of Conformance Tracking table to agreed format. Final updated version for publication.
2.1	26 July 2023		Updated draft to include updates to clarification 4 and to introduce clarification 5 in Appendix 6.
2.2	2 nd August 2023		Accepted changes proposed to C5. C4 and C6 and happy with applications in scope list and move to FINAL
3.0	10 August 2023		Final version for extension

TABLE OF CONTENTS

1. INTRODUCTION 4



Appendix 1

Not used

Appendix 2

Not used

Appendix 3

Not used

Appendix 4

Part 1

Not used

Appendix 4

Part 2

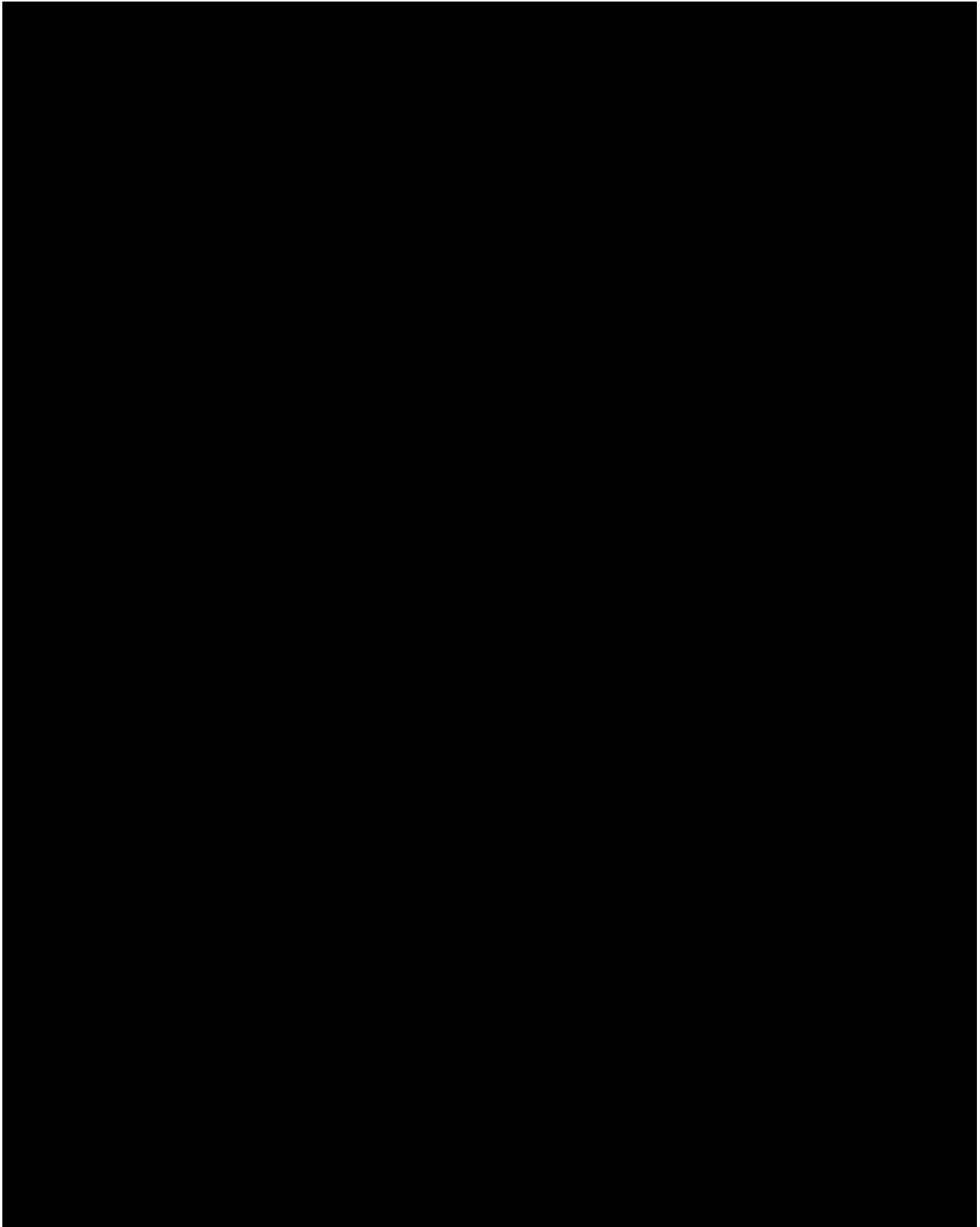
Not used

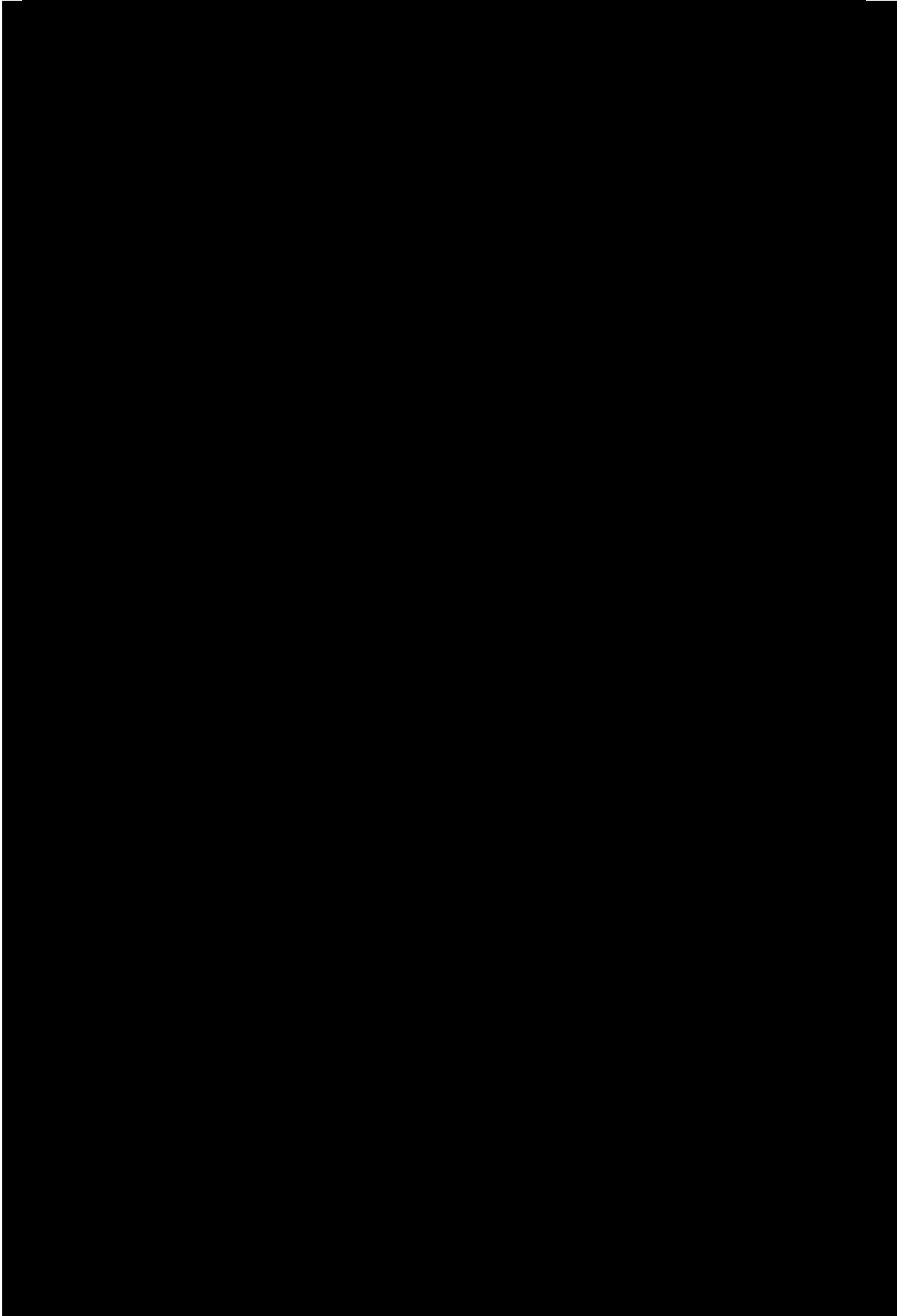
Appendix 5

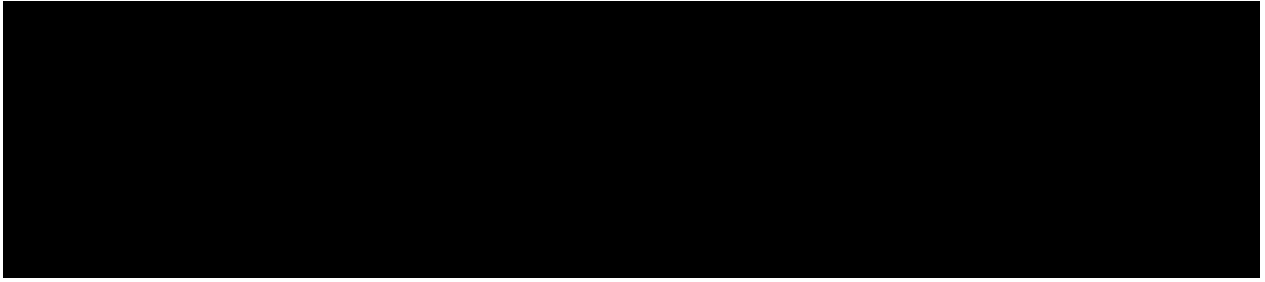
Not used

Appendix 6

Clarifications

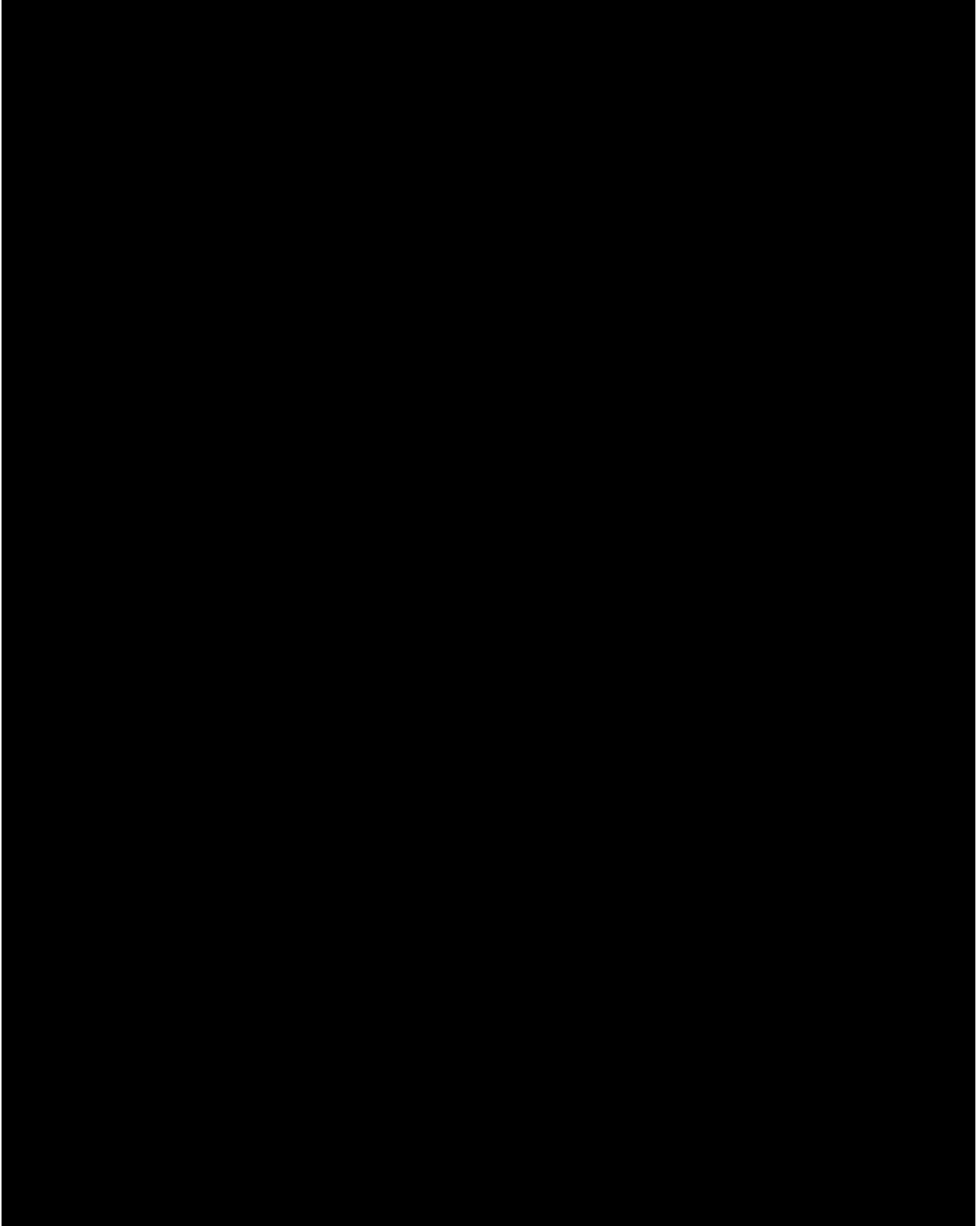


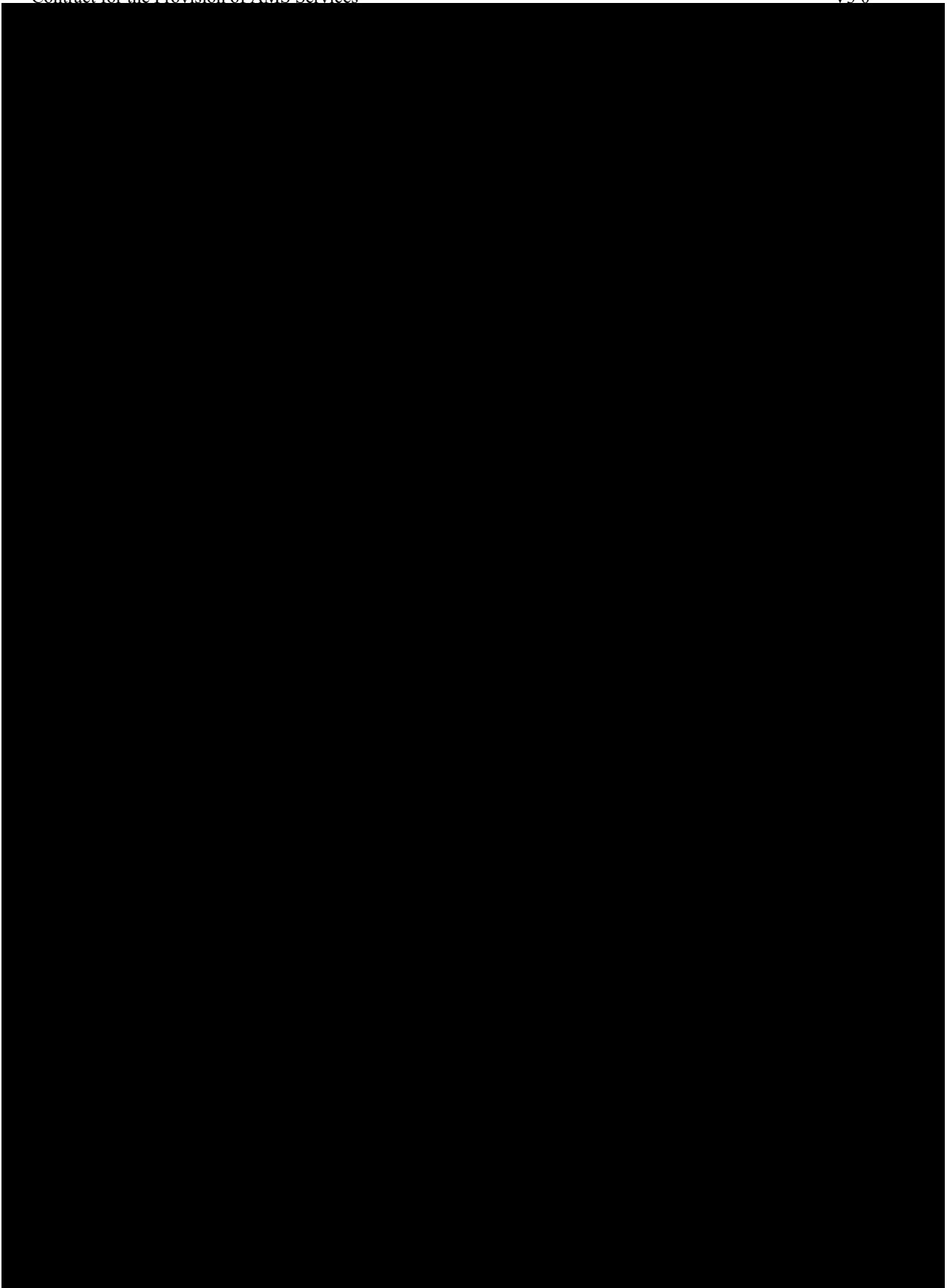


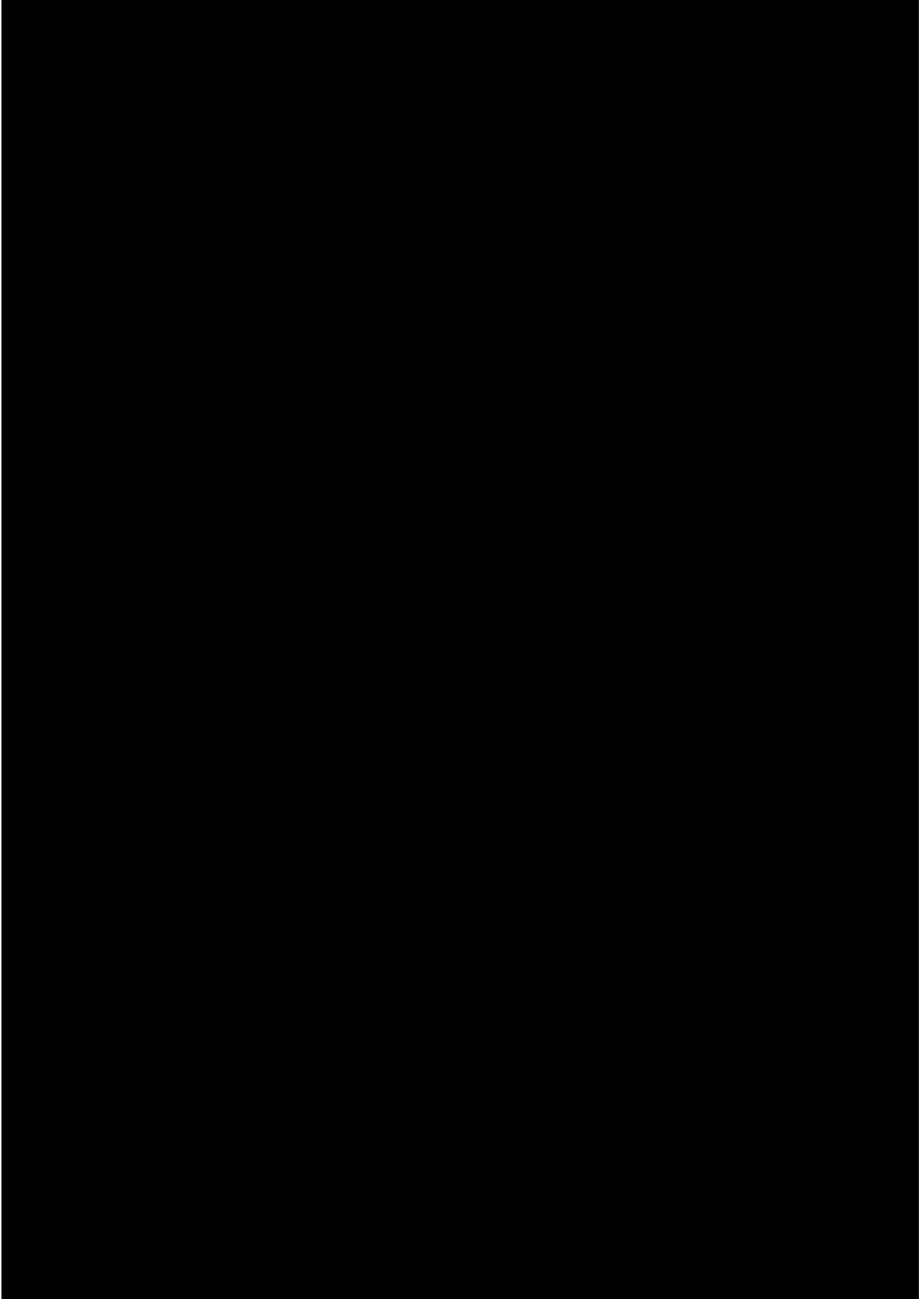


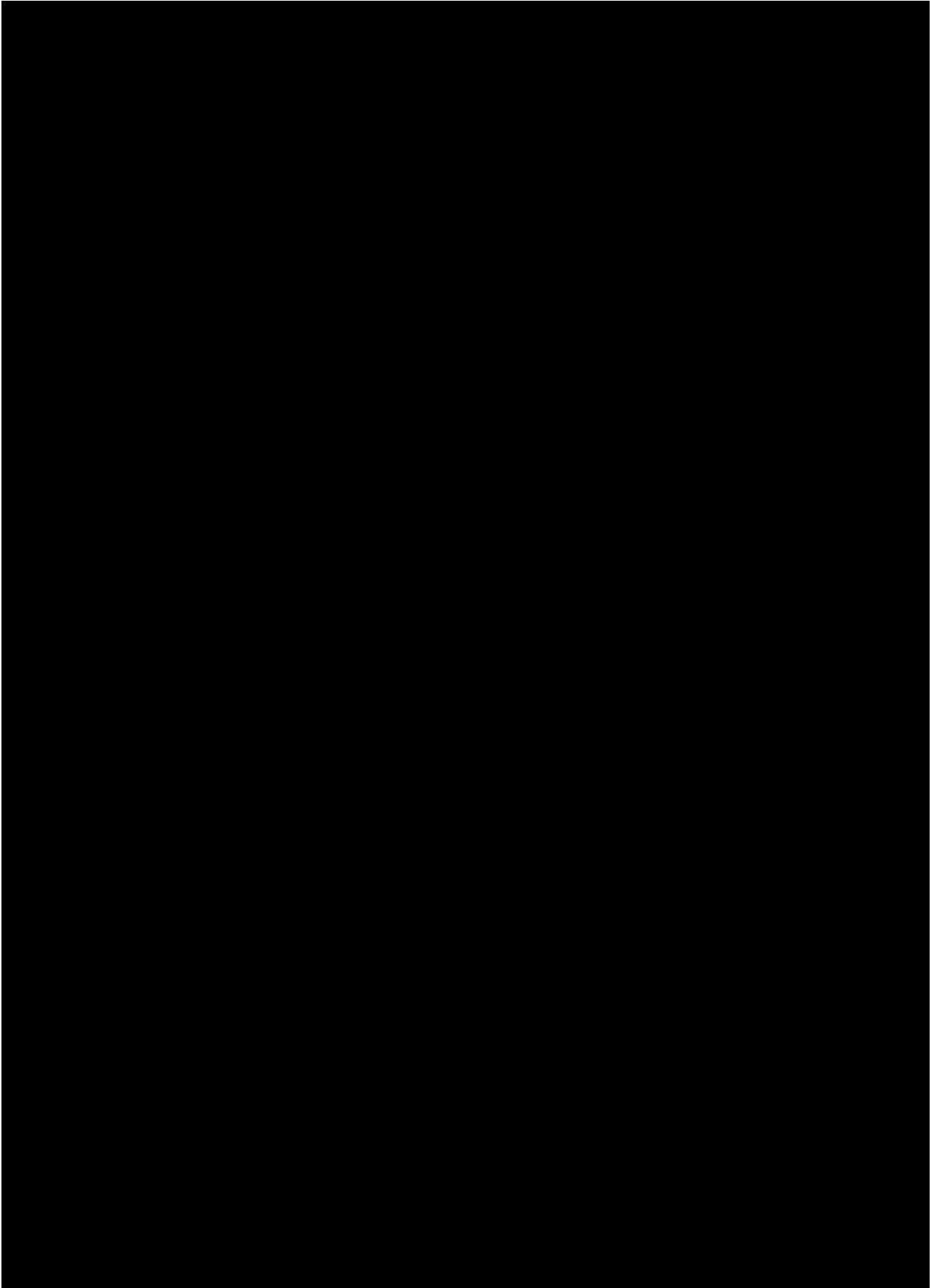
Appendix 7

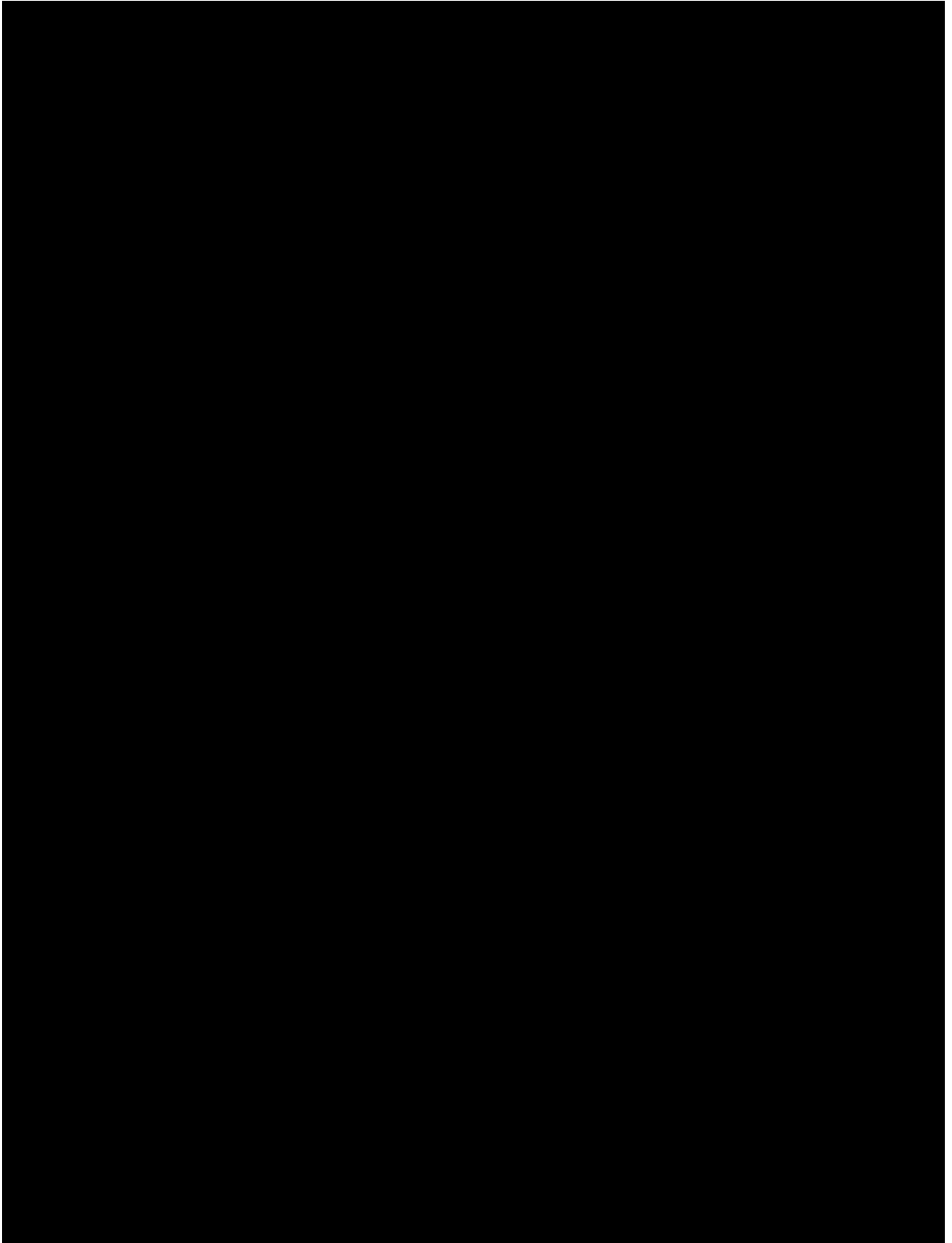
In Scope Business Applications







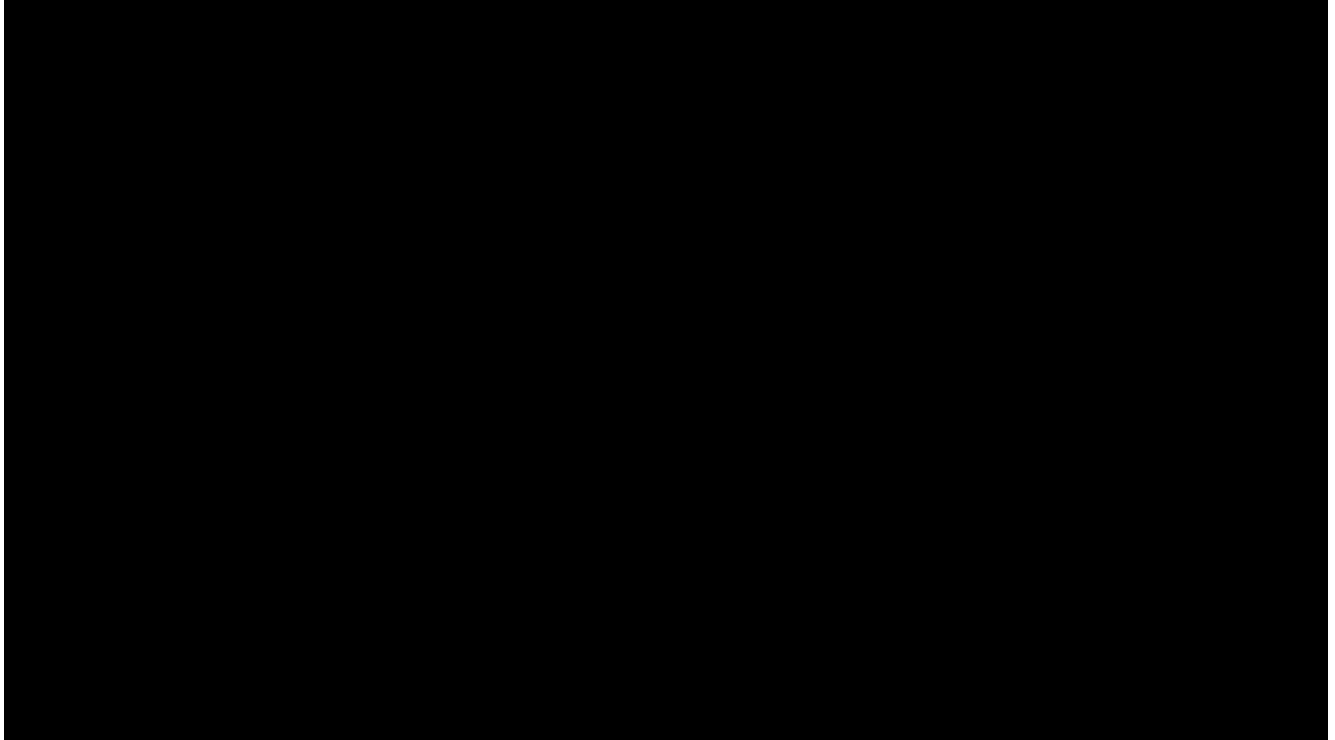




End of schedule

Conformance Tracking:

The following table is correct as at 31/05/2023 and does not reflect any subsequent changes:



OFFICIAL

ANNEX 6

SCHEDULE 4.3 (NOTIFIED SUB-CONTRACTORS)



**Ministry of
JUSTICE**

Application Maintenance & Support (AMS) Services

Schedule 4.3: Notified Sub-Contractors

VERSION CONTROL

Version Control

Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	27 July 2020		First draft. Based on conformed version of AMS1. Removal of "Lot 1".
0.2	18 August 2020		Updates to the list of subcontractors
0.3	21 August 2020		Previous SP tracked changes accepted. Further updates
1.0	25 August 2020		Final version.
1.0 07.09.2020	7 September 2020		Updated final version.
1.1	14 February 2023		Draft conformance updates (see Conformance Tracking table at back of schedule)
1.2	02 March 2023		Updating formatting and presentation of Conformance Tracking table
1.3	21 April 2023		Updated format of Conformance Tracking table
2.0	12 June 2023		Final conformance version for publication.
2.1	07 August 2023		Updated to reflect the extension discussions
3.0	9 August 2023		Final version for extension

TABLE OF CONTENTS

1. KEY SUB-CONTRACTORS 4

2. SUB-CONTRACTORS 4

1. KEY SUB-CONTRACTORS

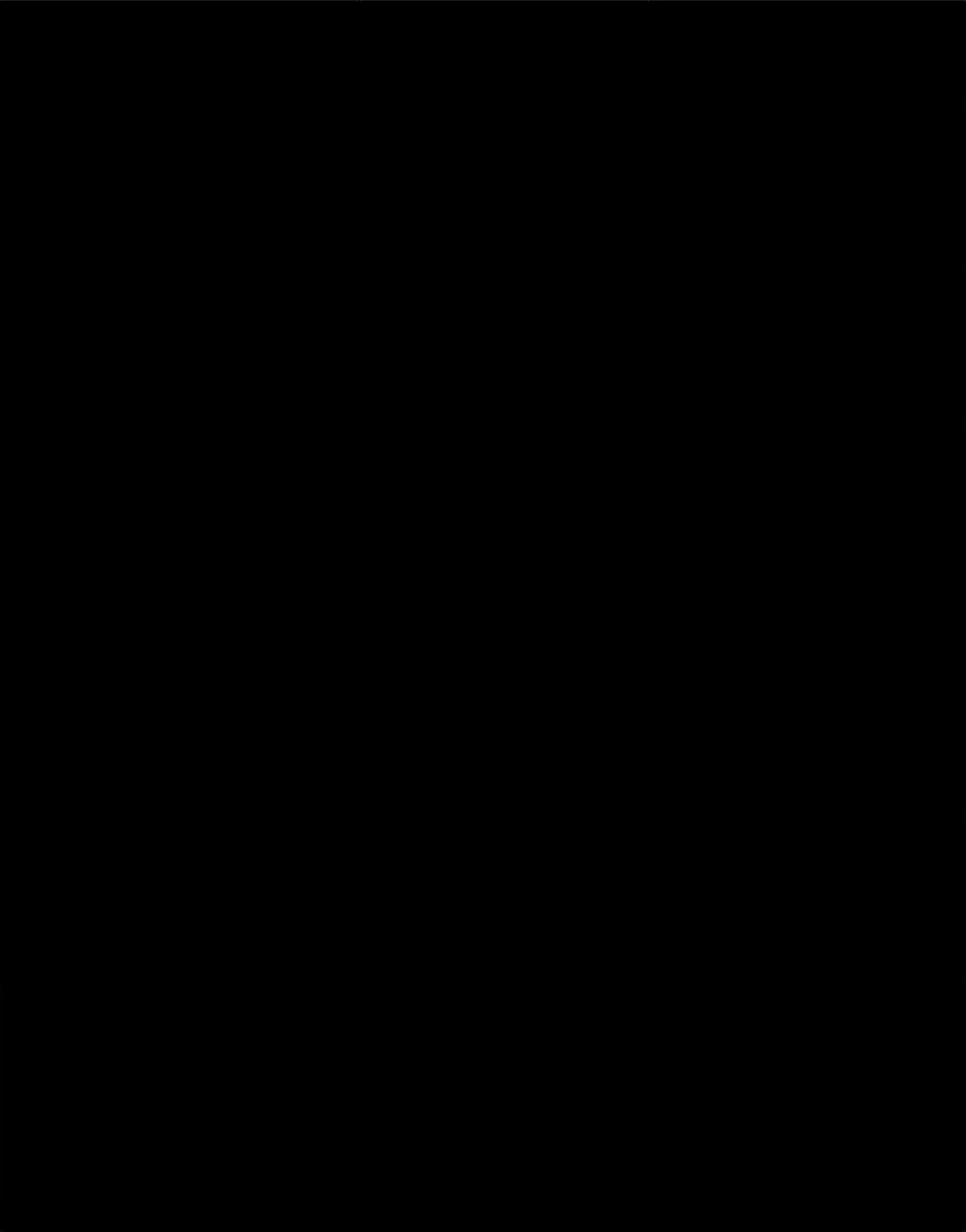
In accordance with sub-clause 25.5 (Supply Chain Rights) of this Agreement, the AMS Supplier is entitled to Sub-contract its obligations under this Agreement to the following Key Sub-Contractors listed in the table below:


Key Sub-contractor Name and Address (if not the same as the registered office)	Registered Office and Company Number	Related Product/Service Description	Key Sub-contract Price expressed as a percentage of total projected Charges over lifetime of the Agreement	Key role in delivery of the AMS Services

2. SUB-CONTRACTORS

In accordance with sub-clause 25.5 (Supply Chain Rights) of this Agreement, the AMS Supplier is entitled to Sub-contract its obligations under this Agreement to the following Sub-contractors listed in the table below. For the avoidance of doubt the parties agree that unless and until a Sub-contractor's role changes the Authority shall not be entitled to re-designate the following Sub-contractors as Key Sub-contractors:

Sub-contractor Name and Address (if not the same as the registered office)	Registered Office and Company Number	Related Product/Service Description

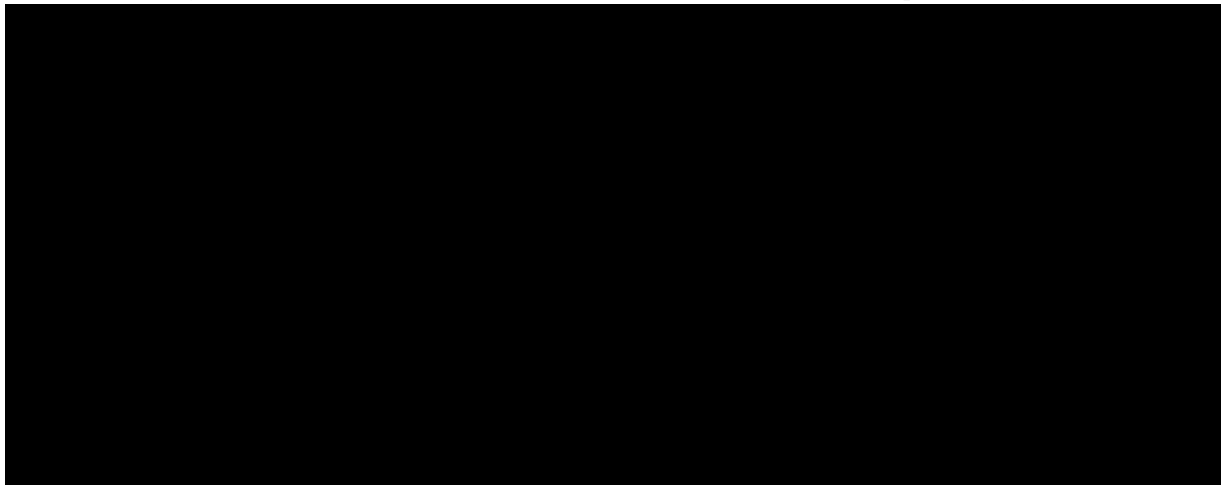
Sub-contractor Name and Address (if not the same as the registered office)	Registered Office and Company Number	Related Product/Service Description
		

Sub-contractor Name and Address (if not the same as the registered office)	Registered Office and Company Number	Related Product/Service Description
		

End of schedule

Conformance Tracking

The following table is correct as at 31/05/2023 and does not reflect any subsequent changes:



OFFICIAL

ANNEX 7

SCHEDULE 5.1 (SOFTWARE)



Ministry of
JUSTICE

Application Maintenance & Support (AMS) Services

Schedule 5.1: Software

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	7 August 2020		First draft. Conformed AMS1 version used as base. Removal of "Lot 1".
0.2	22 September 2020		Previous tracked changes agreed. Updated draft.
0.3	22 September 2020		Updated draft amending section 7.
1.0	22 September 2020		Final version.
1.1	14 February 2022		Draft conformance updates (see Conformance Tracking table at back of schedule)
1.2	02 March 2023		Conformance draft. Updated formatting and presentation of Conformance Tracking table.
1.3	21 April 2023		Updated format of Conformance Tracking table
1.4	2 nd August 2023		Created additional table of Third Party Software which is non co-terminus with the header agreement and which needs to be dealt with under schedule 7.2 Payment on termination. Created new defined term for these items
2.0	12 June 2023		Conformance Tracking table updated to include CGI RA CR S 771112 01. Final conformance version for publication.
2.1	07 August 2023		Updated to reflect extension discussions
2.2	09 August 2023		Have accepted some changes but some questions relating to new additions remain.
2.3	10 August 2023		Change from Design Systems Technology Limited to Corais Dhearaidh Ltd
3.0	10 August 2023		Final version for extension

TABLE OF CONTENTS

1. INTRODUCTION 4

2. SPECIALLY WRITTEN SOFTWARE..... 5

3. AMS SUPPLIER SOFTWARE 6

4. THIRD PARTY SOFTWARE..... 7

5. COMMERCIAL OFF THE SHELF SOFTWARE 17

6. OPEN SOURCE SOFTWARE..... 18

7. DEPOSITED SOFTWARE 22

8. AUTHORITY SOFTWARE..... 23

1. INTRODUCTION

1.1 This schedule 5.1 (Software) details the various elements of the Software and categorises them into Specially Written Software, AMS Supplier Software, Third Party Software, Commercial Off the Shelf Software and Open Source Software. This schedule 5.1 (Software) also lists which elements of the Software are to be placed into escrow as Deposited Software.

1.2 The AMS Supplier shall create and maintain complete lists for each type of Software.

1.3 The Software is licensed in accordance with the provisions of Section G (Intellectual Property, Data and Confidentiality) of this Agreement.

1.4 The parties agree that they will update this schedule 5.1 (Software) at least every six (6) months during the Term to record any Software subsequently acquired from third parties or developed for the delivery of the AMS Services or the FITS Services.

2. SPECIALLY WRITTEN SOFTWARE

2.1 The Specially Written Software shall consist of any programs, codes and software written by or on behalf of the AMS Supplier for use by the AMS Supplier specifically in the provision of the AMS Services or the FITS Services (including any modifications or enhancements made to such Software during the Term) and including (but not limited to) the following items:

Software	Supplier (including if Affiliate of the AMS Supplier)	Purpose	To be deposited in Escrow (Deposited Software)?
None as at the Effective Date			

2.2 The AMS Supplier will develop Software to meet the Authority's requirements. The following components will be modified to create the Specially Written Software:

Software	Supplier (including if Affiliate of the AMS Supplier)	Purpose	To be deposited in Escrow (Deposited Software)?
None as at the Effective Date			

3. AMS SUPPLIER SOFTWARE

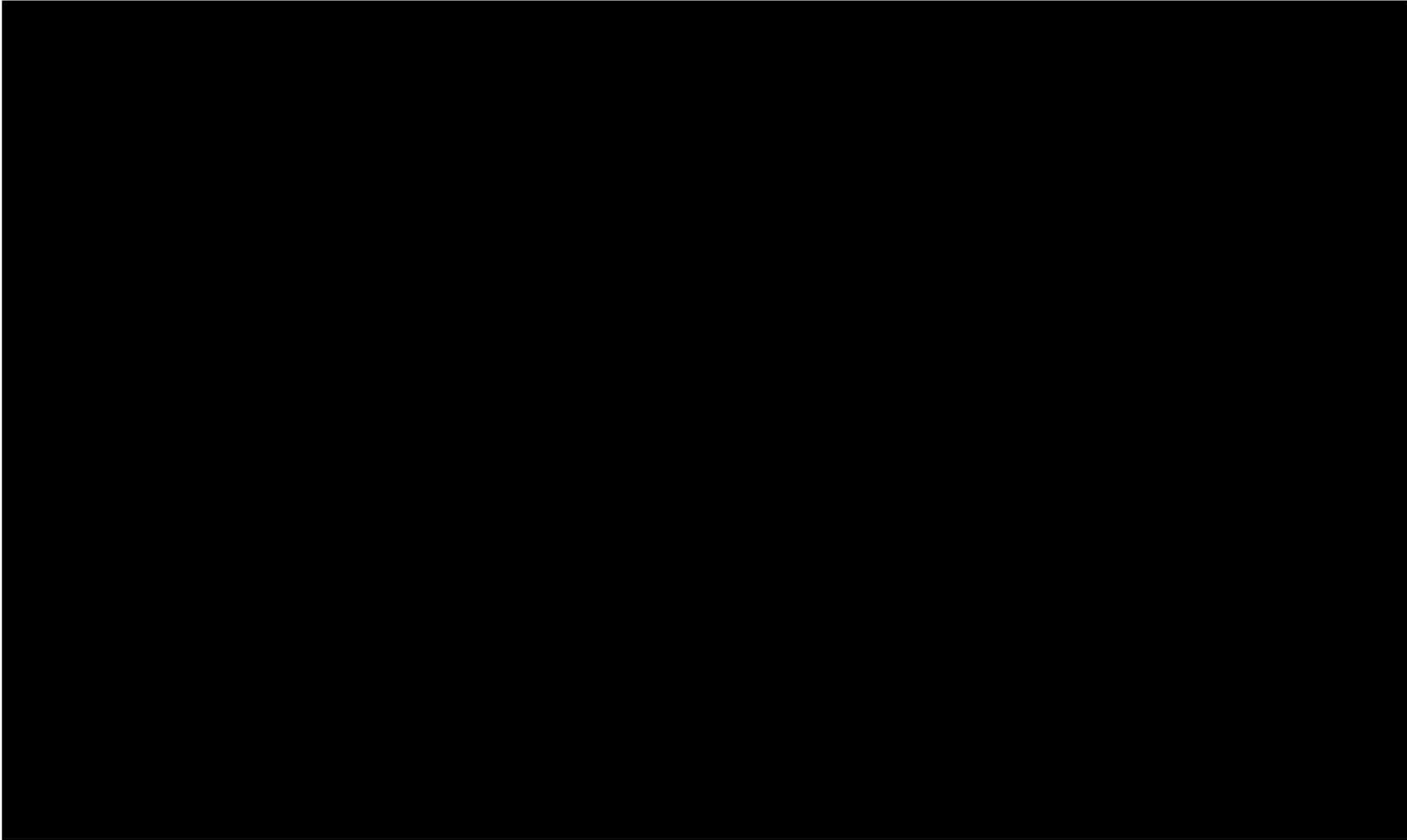
The AMS Supplier Software includes the following items:

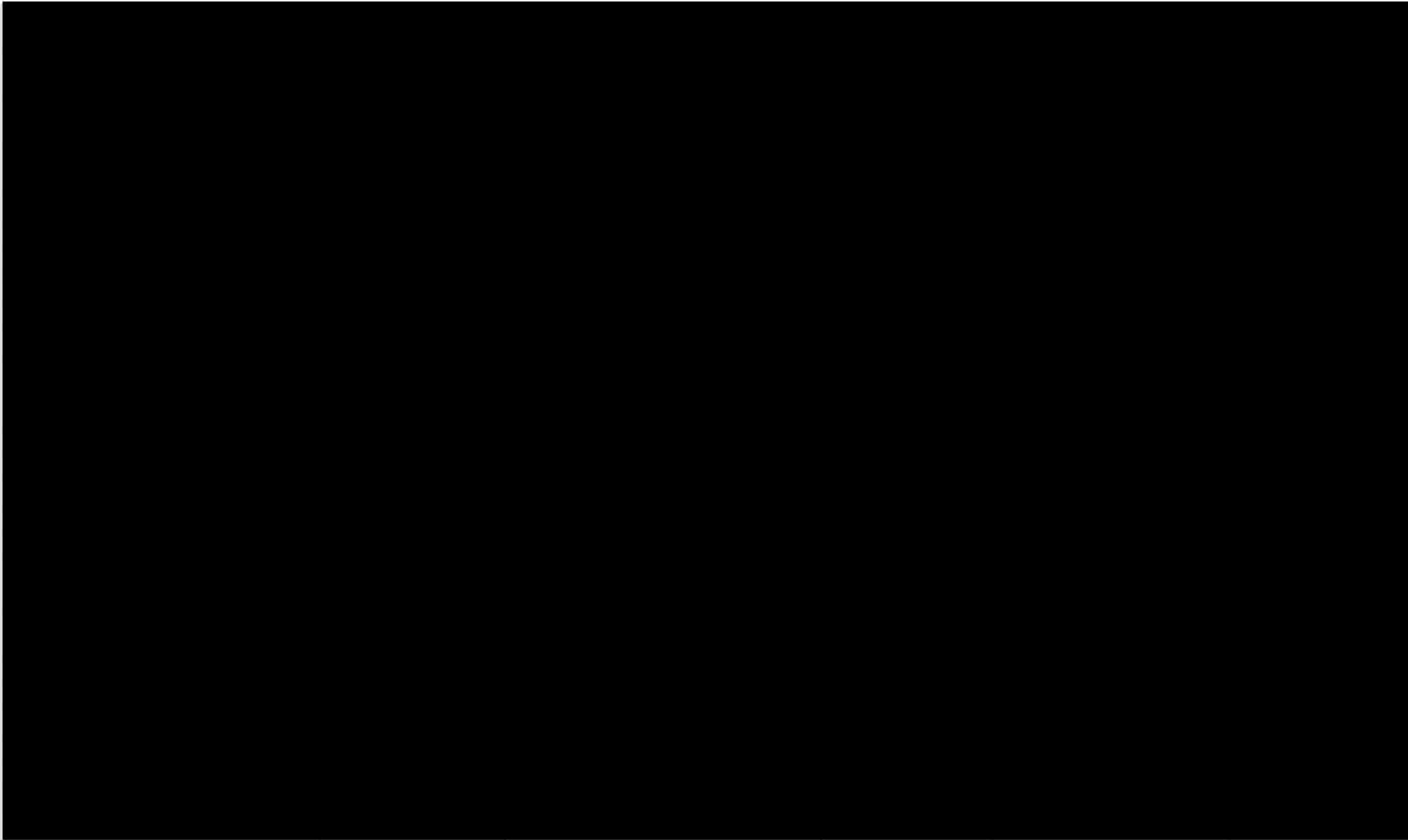
Software	Supplier (including if Affiliate of the AMS Supplier)	Purpose	Restrictions*	Access to Source Code/Object Code	To be deposited in Escrow (Deposited Software)?
None as at the Effective Date					

4. THIRD PARTY SOFTWARE

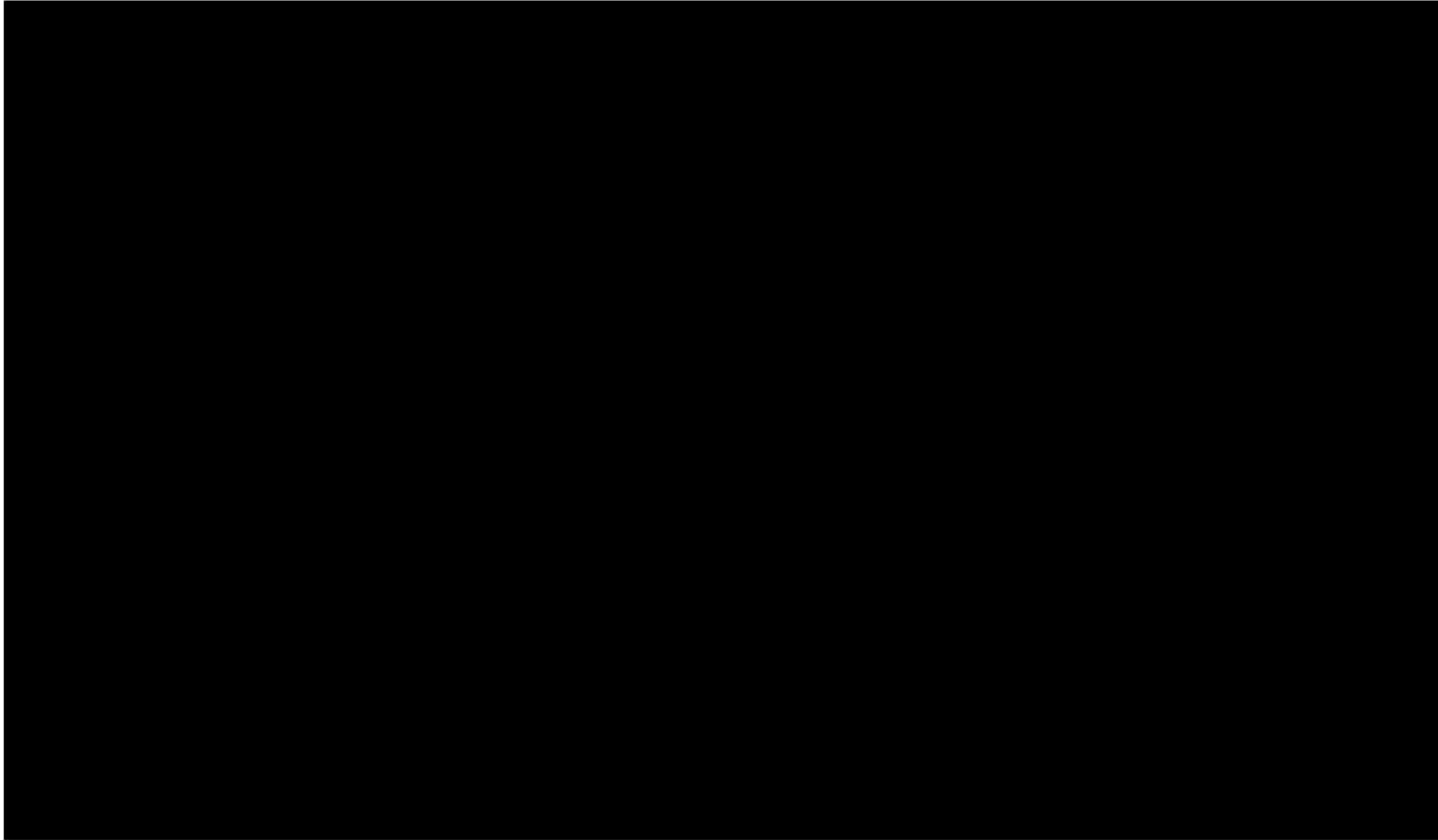
The Third Party Software shall include the following items:

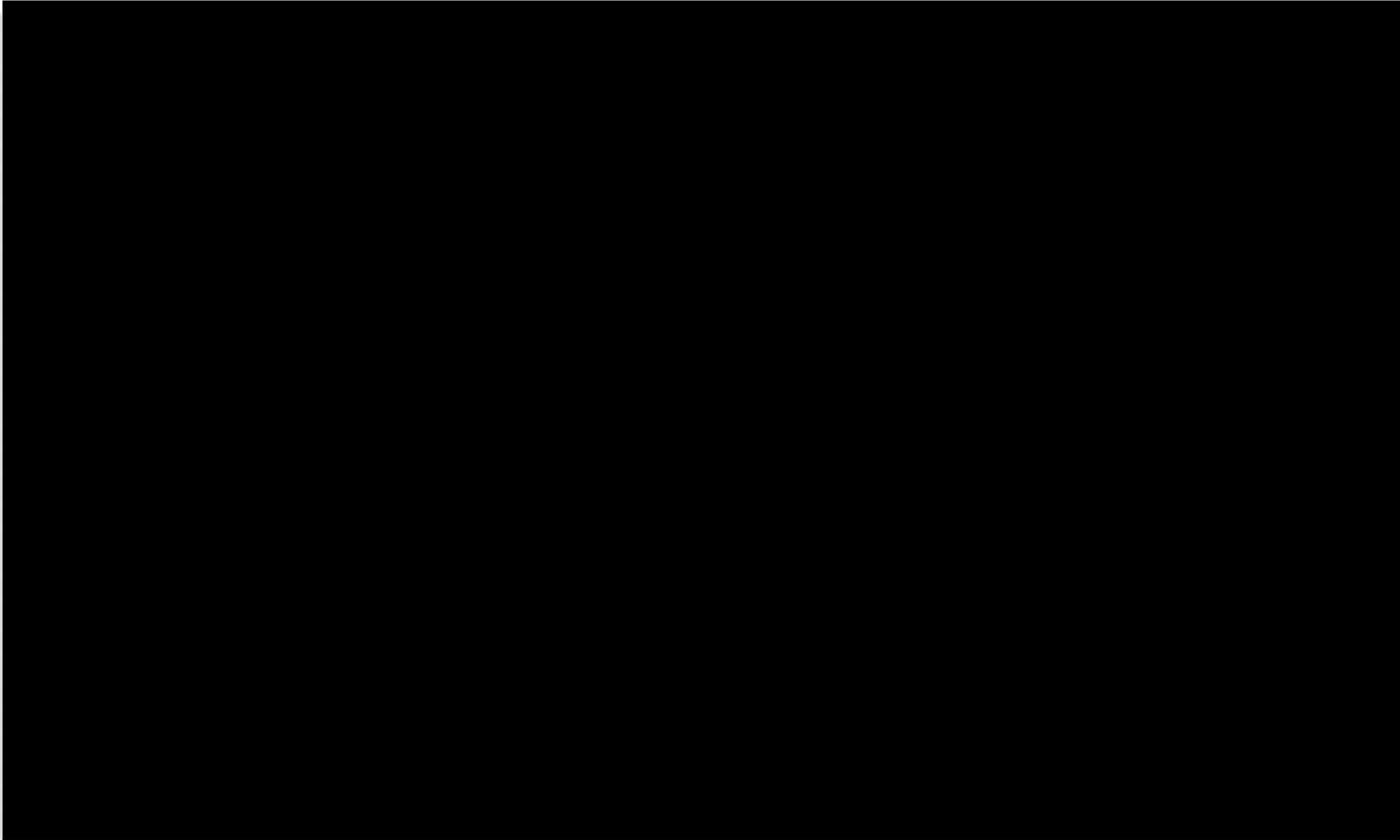
Software Name	Supplier	Third Party Software Purpose	Restrictions*	To be deposited in Escrow (Deposited Software)?	

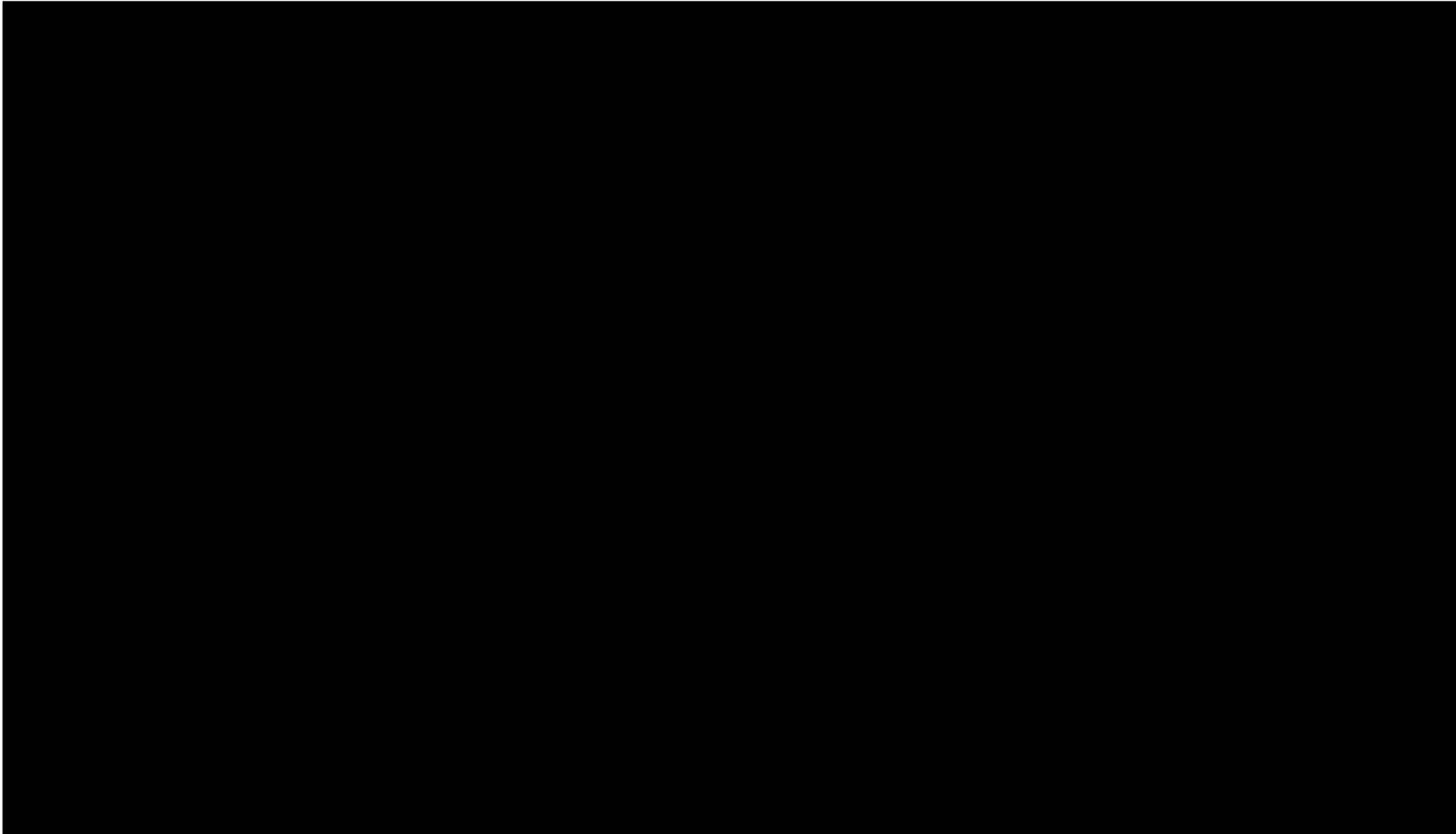


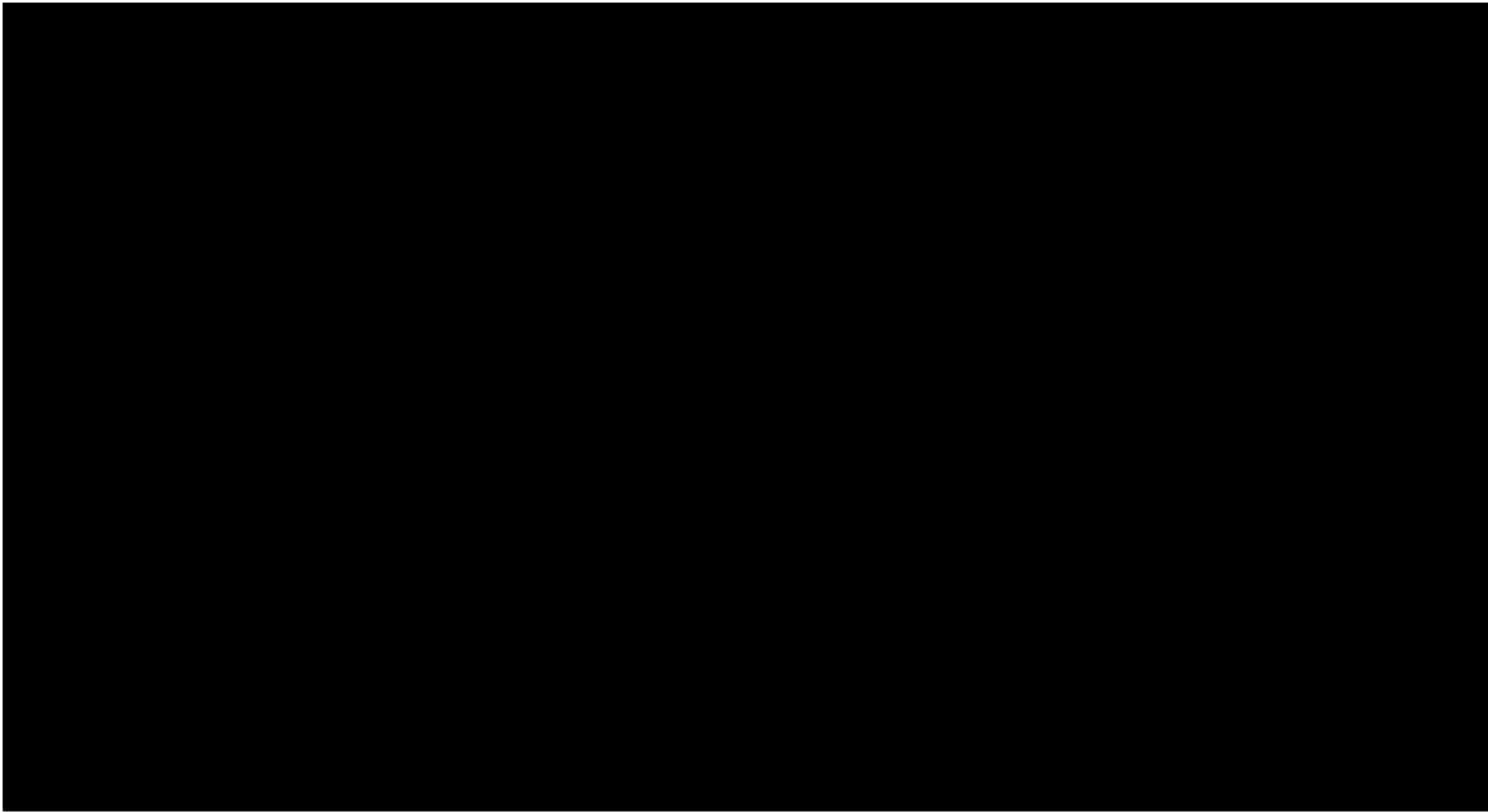












Third Party Software Agreements Non Co-Terminus	
---	--

Software Name	Supplier	Third Party Software Purpose	Restrictions*	To be deposited in Escrow (Deposited Software)?	Expiry date



5. COMMERCIAL OFF THE SHELF SOFTWARE

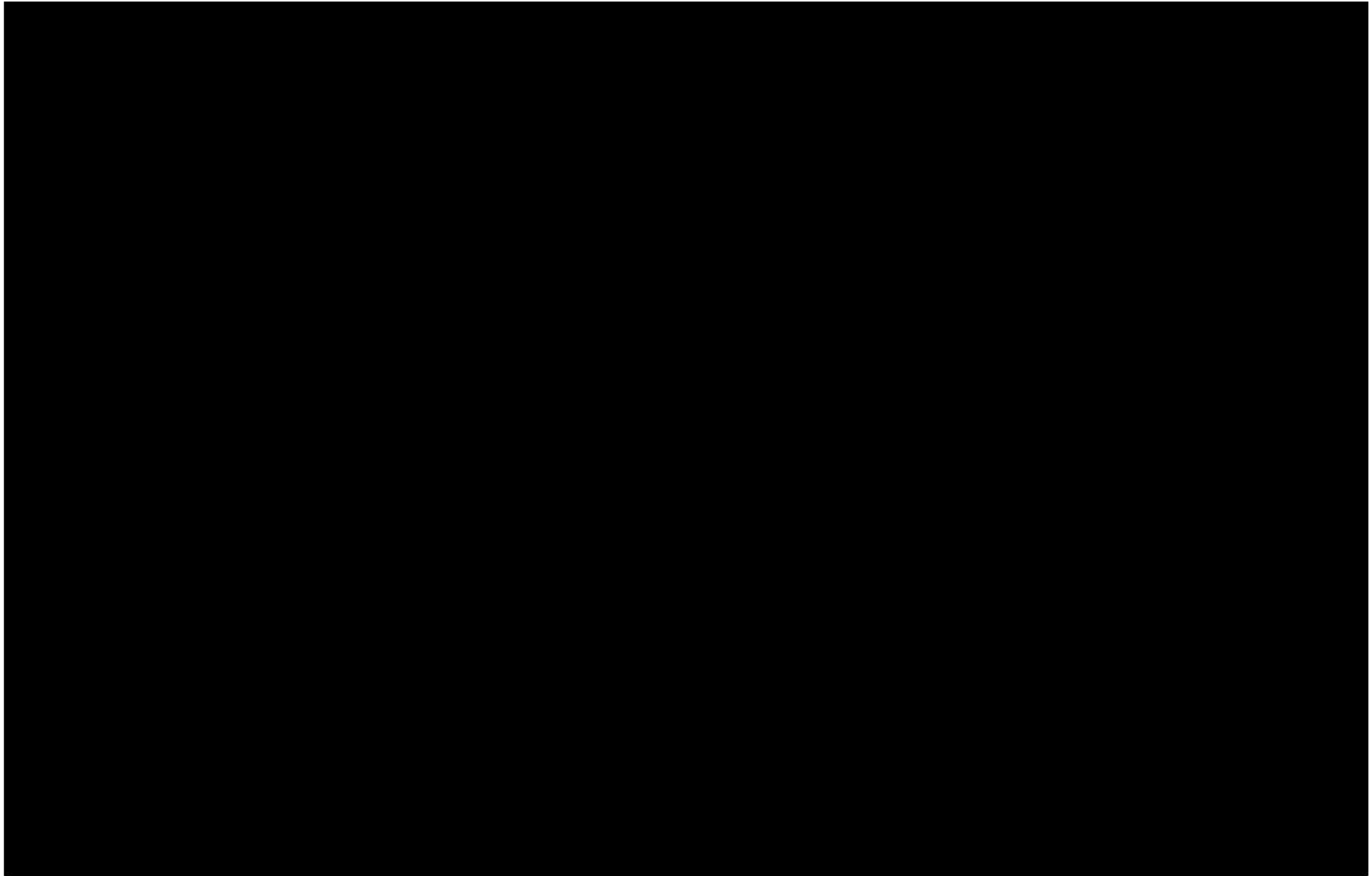
The Commercial Off the Shelf Software shall include the following items:

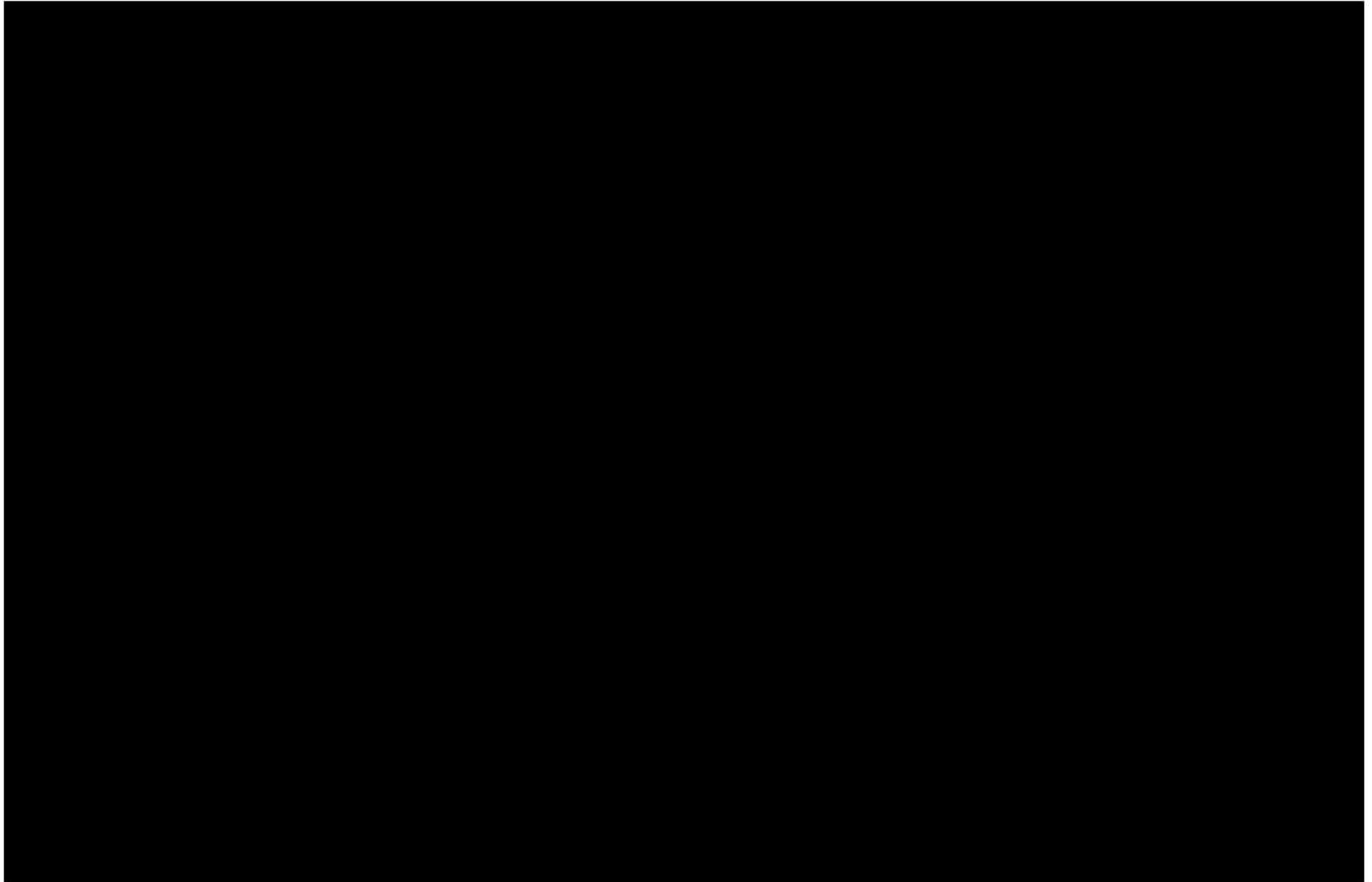
Commercial Off the Shelf Software	Supplier	Purpose	Restrictions	Other	To be deposited in Escrow (Deposited Software)?
None as at the Effective Date					

6. OPEN SOURCE SOFTWARE

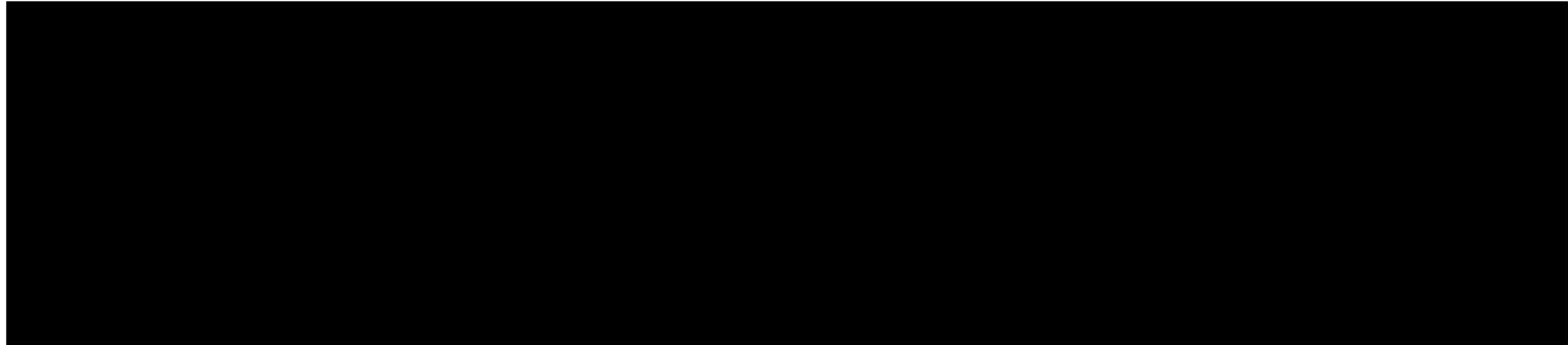
The Open Source Software shall include the following items:

Open Source Software	Supplier	Purpose	Restrictions	To be deposited in Escrow (Deposited Software)?









7. DEPOSITED SOFTWARE

The AMS Supplier shall deposit the Software identified in paragraphs 2, 3, 4, 5 and 6 above as Deposited Software into escrow in accordance with the provisions of clause 41:

Category (Specially Written Software, AMS Supplier Software, or Third Party Software, Commercial Off the Shelf Software or Open Source Software)	Supplier	Description	Restrictions	Date Deposited

8. AUTHORITY SOFTWARE

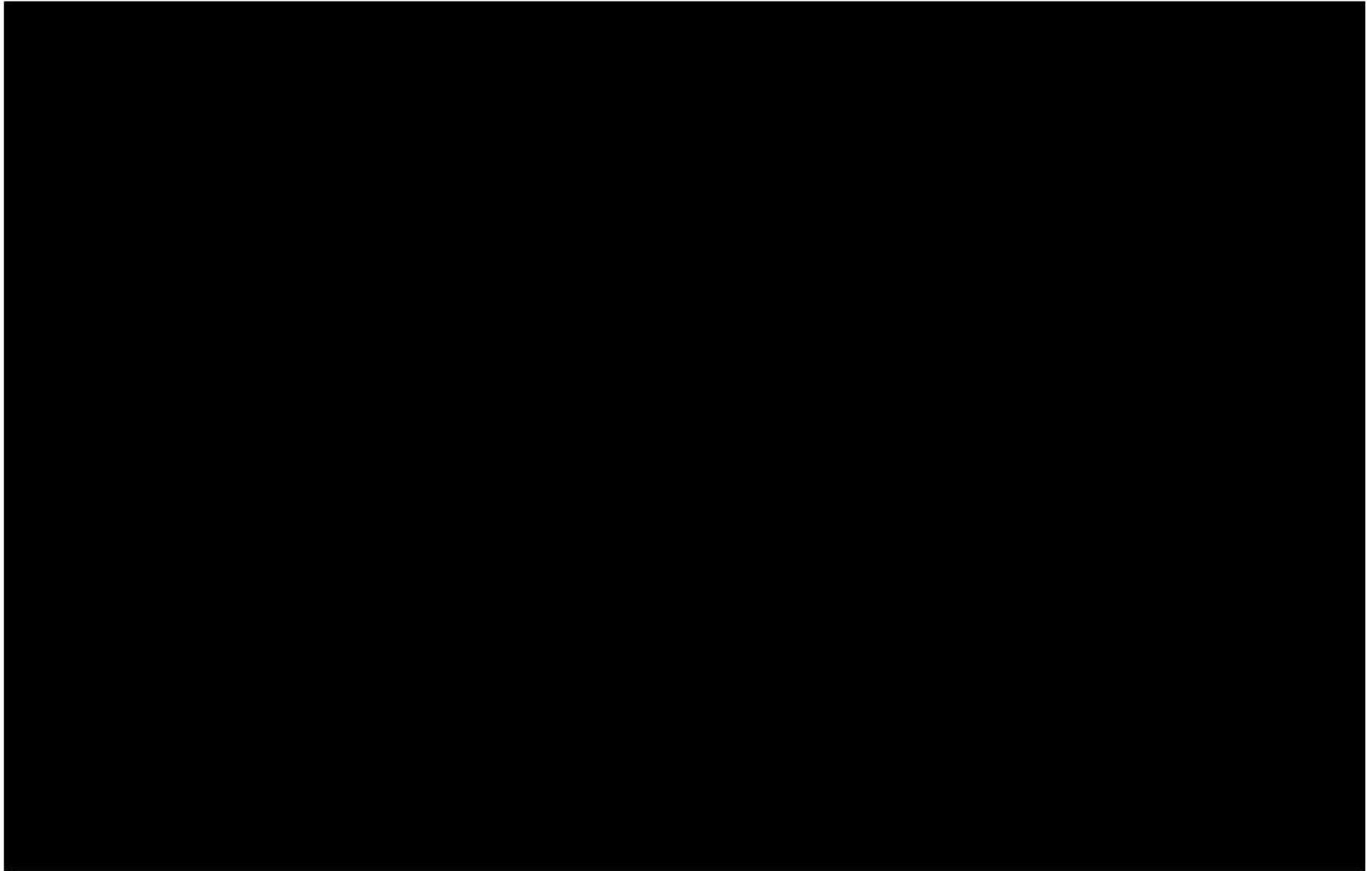
8.1 The Authority shall supply the following software and/or services (as has been required by the AMS Supplier in the AMS Supplier Solution) (the “**Authority Procured Licences**”) and shall ensure that the AMS Supplier has the right to use the Authority Procured Licences as necessary for the AMS Supplier to provide the AMS Services during the Term. The AMS Supplier acknowledges that the Authority has relied and will continue to rely on the AMS Supplier to specify the number and type of the Authority Procured Licences and when the Authority Procured Licences are needed from.

The Third Party Software used by the AMS Supplier shall consist of the following items:

Supplier	Third Party Software	Purpose	Number of Licences	Number of Copies	Needed From











8.2 The Authority shall nominate and appoint the AMS Supplier as its agent for the purposes of managing the software suppliers for the Authority Procured Licences and shall ensure that the AMS Supplier has the following rights:

8.2.1 For the [REDACTED] Licences to:

- 8.2.1.1 allow the AMS Supplier access to software, updates, upgrades, technical support and security fixes;
- 8.2.1.2 delegate responsibility to the AMS Supplier for monitoring and downloading upgrades and patches;
- 8.2.1.3 allow the AMS Supplier access to [REDACTED] to log support calls; and
- 8.2.1.4 delegate responsibility to the AMS Supplier for licence management and reporting through the SACM process and tools.

8.2.2 For the [REDACTED] licences to:

- 8.2.2.1 allow the AMS Supplier access to [REDACTED] licence keys to activate as either KMS or MAK;
- 8.2.2.2 allow the AMS Supplier access to [REDACTED] to log support calls;
- 8.2.2.3 allow the AMS Supplier access to [REDACTED] to download media and patches;
- 8.2.2.4 delegate responsibility to the AMS Supplier for monitoring and downloading upgrades and patches; and
- 8.2.2.5 delegate responsibility to the AMS Supplier for licence management and reporting through the SACM process and tools.

8.3 The AMS Supplier shall act as the Authority's agent and be responsible for managing the software suppliers for the Authority Procured Licences as set out in paragraph 8.2.

8.4 If the AMS Supplier becomes aware that the software supplier has or is likely to breach the Authority Procured Licence it shall notify the Authority in writing as soon as reasonably practicable and such breach shall constitute Authority Cause.

8.5 Once notified by the AMS Supplier, the Authority shall be responsible for taking such action under the terms of the Authority Procured Licence to address any breach (or likely breach) of the Authority Procured Licence as appropriate.

8.6 The Authority shall be responsible for supplying and paying for additional Authority Procured Licences required by the AMS Supplier to provide the AMS Services that result from changes by the software supplier to the licensing and maintenance provisions.

8.7 The AMS Supplier shall monitor usage of Authority Procured Licences and where it becomes aware that additional or fewer Authority Procured Licences are required it shall notify the Authority in writing as soon as reasonably practicable.

8.8 Once notified by the AMS Supplier in accordance with paragraph 8.7, the Authority shall be responsible for supplying and paying for any additional Authority Procured Licences provided that the AMS Supplier has given the Authority a reasonable explanation and details to justify such additional licences and costs.

8.9 The AMS Supplier shall be responsible for defining the licences required per unit of consumption in accordance with the Service Asset and Configuration Management (SACM) PPPs.

8.10 The Authority shall be entitled on written notice to the AMS Supplier to obtain accurate and complete details from the AMS Supplier, as and when required by the software supplier, relating to the Authority Procured Licences so that the Authority can remain compliant with its licencing obligations. The Authority shall set out in its notice details of the information that the Authority is required to provide to the software supplier to enable the licensing requirements and most appropriate licensing model to be determined. The AMS Supplier shall provide the information requested within 20 Working Days of receipt of the notice.

End of schedule

Conformance Tracking

The following table is correct as at 31/05/2023 and does not reflect any subsequent changes:

OFFICIAL

ANNEX 8

SCHEDULE 7.1 (CHARGING AND INVOICING)



**Ministry of
JUSTICE**

Application Maintenance & Support (AMS) Services

7.1: Charging & Invoicing

VERSION CONTROL

Version Control

Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	2 September 2020		First draft. Conformed AMS1 version used as base. Removal of "Lot 1".
0.2	15 September 2020		Updates applied
0.3	23 September 2020		Third draft
0.4	13 October 2020		Fourth draft
0.5	20 October 2020		Fifth draft
1.0	23 October 2020		Final version
1.1	17 April 2023		Conformance drafts to reflect CGI RA CR S 924 01 in accordance with Annex 1.
2.0	12 June 2023		Final conformance version for publication.
2.1	26 July 2023		Updated to insert Indexation provisions in paragraph 2A and remove paragraphs 6.17 to 6.22 (Investment Fund).
2.2	3 August 2023		Updated for extension following meeting with MoJ and CGI on the charging principles.
2.3	8 August 2023		Update to paragraph 6.3
3.0	8 August 2023		Final version for extension

TABLE OF CONTENTS

1. PURPOSE OF THIS SCHEDULE	4
2. KEY CHARGING PRINCIPLES	4
3. MILESTONE PAYMENTS	5
4. DELAY PAYMENTS	6
5. SERVICE CHARGES	6
6. CHARGES FOR CHANGES AND FUTURE SERVICES	11
7. BOUNDED MECHANISMS FOR CHANGES TO FITS SERVICES AND FUTURE SERVICES	15
8. NOT USED	20
9. SERVICE CREDITS	20
10. SAVINGS SHARE	21
11. CERTIFICATION OF COSTS	21
12. INVOICING	22
13. GAIN SHARE	25
14. MANAGEMENT CHARGES AND INFORMATION	27
APPENDIX A	28
APPENDIX B	29
APPENDIX C	30

1. PURPOSE OF THIS SCHEDULE

- 1.1. This schedule 7.1 (Charging and Invoicing) sets out the provisions relating to:
- 1.1.1. key charging principles;
 - 1.1.1A Indexation;
 - 1.1.2. Milestone Payments;
 - 1.1.3. Service Charges;
 - 1.1.4. Charges for Changes and Future Services;
 - 1.1.5. Bounded Mechanisms for Changes to FITS Services and Future Services;
 - 1.1.6. Deferred Shareholder Fund;
 - 1.1.7. Service Credits;
 - 1.1.8. saving share;
 - 1.1.9. Certification of Costs;
 - 1.1.10. Invoicing; and
 - 1.1.11. gain share.

2. KEY CHARGING PRINCIPLES

- 2.1. Other than as expressly stated in this Agreement, the AMS Supplier is not entitled to any form of payment in addition to, or any amendment to, the Charges, whether as a result of increased costs, expenses, risks or any other matter.
- 2.2. The Charges set out or referred to in this schedule 7.1 (Charging and Invoicing) are the only charges that the AMS Supplier can charge for the provision of the AMS Services. No additional fees, charges or expenses shall be payable by the Authority to the AMS Supplier in addition to those set out or referred to in this schedule 7.1 (Charging and Invoicing).
- 2.3. The AMS Supplier shall make available to the Authority its estimations and projections of future costs and charges and its records and accounts of all actual costs and charges relating to the AMS Services in accordance with the financial transparency requirements referred to in paragraph 2.4.
- 2.4. The AMS Supplier shall comply with the following financial transparency requirements:
- 2.4.1. schedule 7.5 (Financial Model);
 - 2.4.2. paragraph 11 (Certification of Costs); and
 - 2.4.3. maintenance, from the Effective Date and during the Term, of up-to-date open book accounts that record the AMS Supplier's actual costs and revenues relating to

the AMS Services.

- 2.5. Subject to paragraph 2A, any variation to the Charges shall only apply if agreed in writing and in advance in accordance with the Change Control Procedure.
- 2.6. If the AMS Supplier fails to comply with paragraph 7 (Payments Schedule) of schedule 7.5 (Financial Model), the Authority reserves the right to withhold payment of any Charges due and payable under this Agreement.
- 2.7. All Charges set out in this schedule 7.1 (Charging and Invoicing) are exclusive of VAT.
- 2.8. Indexation shall not apply to any Charges under this Agreement in the first four (4) Contract Years.

2A INDEXATION

- 2A.1 In the fifth Contract Year, the following amounts and sums shall be adjusted in accordance with the provisions of this paragraph 2A to reflect the effects of inflation:
 - 2A.1.1 The Variable Service Charges set out in the “Variable Charges Contract Yr 4” workbook of the Financial Model;
 - 2A.1.2 The Fixed Service Charges as set out in the “Fixed App Charges Contract Yr 4” workbook of the Financial Model; and
 - 2A.1.3 The Service Catalogue Charges as set out in the “Service Catalogue Contract Yr 4” workbook of the Financial Model.
- 2A.2 Where Indexation applies, the relevant adjustment shall be:
 - 2A.2.1 applied on 1 September 2024 (the “adjustment date”); and
 - 2A.2.2 determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the twelve (12) months ended on the 31 January immediately preceding the relevant adjustment date.
- 2A.3 Except as set out in this paragraph 2A, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the AMS Supplier or Sub-contractors of the performance of their obligations.

3. MILESTONE PAYMENTS

- 3.1. On the issue of Milestone Achievement Certificates in relation to a Milestone the AMS Supplier will be entitled to invoice the Authority in accordance with paragraph 12 of this schedule 7.1 (Charging and Invoicing) in respect of the Charges associated with that Milestone as set out in the following workbooks of the Financial Model:
 - 3.1.1. Milestones referred to in the “Milestone Payments” workbook that are Achieved through Approval of Documentary Deliverables; and
 - 3.1.2. Milestones referred to in the “Milestone Payments” workbook other than those Milestones referred to in paragraph 3.1.1.

- 3.2. In respect of the Milestones referred to in paragraph 3.1, a Milestone Achievement Certificate will be issued in accordance with clause 5.1 and schedule 6.1 (Project Management).
- 3.3. If any Milestone is not Achieved by its associated Milestone Date then, where this schedule 7.1 (Charging and Invoicing) identifies the payment of Delay Payments in respect of such Milestone, Delay Payments will be applied in accordance with paragraph 4 of this schedule 7.1 (Charging and Invoicing).
- 3.4. Either party may propose Changes to the Milestone Payments referred to in paragraphs 3.1.1 and 3.1.2 in accordance with the Change Control Procedure. The parties acknowledge that a Change to a Milestone Payment may impact upon the people cost element of the Milestone Payment. The AMS Supplier agrees that if any such proposed Change has an impact upon the people cost element of the Milestone Payment, any proposed changes to the people cost element shall be calculated by reference to the "Project Daily Rates" set out in Appendix A of schedule 7.5 (Financial Model).

4. DELAY PAYMENTS

- 4.1. If a Milestone has not been Achieved by the relevant Milestone Date, the AMS Supplier shall pay to the Authority Delay Payments for each day of delay from and including the relevant Milestone Date until and including the date on which the Authority provides the AMS Supplier with a Milestone Achievement Certificate.
- 4.2. Delay Payments for the following Milestones shall be applied in accordance with the following Table 1:

Milestone Number	Milestone Description / Title	Delay Payment per day	Maximum Delay Payment Period

Table 1 – Delay Payments for Milestones

- 4.3. In the event that the Maximum Delay Payment Period in respect of any Milestone is exceeded:
- 4.3.1. clause 7.4.5 shall apply; and
- 4.3.2. for the avoidance of doubt, the Delay Payments shall not be the Authority's exclusive financial remedy and the Authority reserves its rights and remedies.
- 4.4. If no further Milestone Charges fall due after Delay Payments accrue, the AMS Supplier shall issue a credit note to the Authority and a sum equal to any such Delay Payments then outstanding shall be repayable by the AMS Supplier to the Authority as a debt.

5. SERVICE CHARGES

- 5.1. The Service Charges shall be made up of Fixed Service Charges as set out in the "Fixed Service Charge" workbook of the Financial Model (the "**Fixed Service Charges**") and Variable Service Charges as set out in the "Variable Service Charge" workbook of the

Financial Model (the “**Variable Service Charges**”). The Fixed Service Charges and Variable Service Charges are structured per Business Application, so that there is one Fixed Service Charge and/or one or more Variable Service Charge(s) per Business Application, constituting the “**Application Service Charge**”. The Authority will pay the Application Service Charge attributable to each Business Application to the AMS Supplier in each Service Reporting Period from the Effective Date, or from the Service Commencement Date if later, which relates to such Business Application to the end of Term (subject to any earlier termination or decommissioning of such Business Application in accordance with this Agreement).

- 5.2. Either party may propose Changes in accordance with the Change Control Procedure which impact upon the Fixed or Variable Service Charges. The parties acknowledge that a Change to the Fixed or Variable Service Charges may impact upon the people cost element of the Fixed or Variable Service Charges. The AMS Supplier agrees that if any such proposed Change has an impact upon the people cost element of the Fixed or Variable Service Charges, any proposed changes to the people cost element shall be calculated by reference to the "Run & Maintain" section of the applicable "FTE Daily Rate" workbook in the Financial Model.
- 5.3. The Fixed and Variable Service Charges will be payable monthly in arrears in accordance with paragraph 12 of this schedule 7.1 (Charging and Invoicing).
- 5.4. The Application Service Charges cover delivery of the AMS Services in accordance with the Service Requirements, Service Levels and all other applicable provisions of the Agreement. The Application Service Charges are inclusive of all costs associated with the AMS Services including all people costs, technology costs, third party costs, infrastructure costs and overheads. The only costs excluded from the Application Service Charges are the chargeable items as set out in the Service Catalogue set out in the "Service Catalogue" workbook of the Financial Model.
- 5.5. Where a new Business Application is incorporated into the AMS Services in accordance with the Change Control Procedure, the Charges in respect of such new Business Application shall be structured such that:
 - 5.5.1. all application development, testing, training, data migration, knowledge transfer, people and test and development environment costs associated with the Project(s) to implement that Business Application shall be payable as Milestone Payments (and the people costs elements of such Charges shall be calculated in accordance with paragraph 6.1); and
 - 5.5.2. all costs associated with the ongoing support and maintenance of such Business Application (including any technology costs) shall constitute the Application Service Charge attributable to such Business Application.

Changes to the Application Service Charges

- 5.6. The Fixed Service Charges are calculated to provide a fixed Application Service Charge per Business Application. The Variable Service Charges are calculated to provide a fixed Application Service Charge per Unit per Business Application, with the Application Service Charge per Unit calculated based on the number of Units consumed. Save as otherwise provided in this Agreement (for example in paragraph 13 (Gain Share) or schedule 7.3 (Benchmarking)), the Application Service Charges shall only vary in accordance with

paragraphs 5.7 to 5.16 of this schedule.

- 5.7. Subject to paragraph 5.10, the following changes may result in a variation to the Application Service Charges where such changes directly impact on the AMS Supplier's costs:

- 5.7.1. a Change to the Agreement (including any Change to the Service Requirements);
- 5.7.2. a Change to the MAL which impacts directly upon the Service Levels or on any other of the Authority's requirements with regard to a Business Application (save for any promotion of a KPI in accordance with paragraph 18.8.4 of schedule 2.2 (Service Performance Management));
- 5.7.3. a change in respect of a Business Application or its components which is requested and approved by the Authority (for example a technical upgrade or change to functionality which is requested by the Authority and which is not otherwise required to be delivered by the AMS Supplier in accordance with this Agreement); and/or
- 5.7.4. a significant change in usage of a Business Application, for example as a result of an organisational or machinery of Government change within the Authority, or changes in working practices,

provided always that the AMS Supplier is able to demonstrate to the Authority by way of completing a Change Request Part B2: Financial Impact Assessment, which shall be prepared in accordance with the Change Control Procedure, that the Change will lead to a decrease or an unavoidable increase in the AMS Supplier's costs, and that a Change to the Agreement (including any Change to the Application Service Charges) is approved by the Authority in accordance with the Change Control Procedure.

- 5.8. For the avoidance of doubt, there shall be no change to the Application Service Charges as a result of:

- 5.8.1. changes to the Agreement that are required to incorporate any services, functions and responsibilities not specifically described in schedule 2.1 (Service Requirements) but which are reasonably required for the proper performance and provision of the AMS Services in accordance with the provisions of this Agreement;
- 5.8.2. AMS Supplier initiated Changes that only impact schedule 4.1 (AMS Supplier Solution) and have no adverse impact on the Authority including the Authority's ability to re-compete the provision of services provided under this Agreement, the refreshment profile of any Assets comprised in the AMS Supplier Solution or any other impact on the Authority's commercial position;
- 5.8.3. changes required for the AMS Supplier to carry out its obligations under the Agreement where the costs associated with such changes are already included in the Charges;
- 5.8.4. changes arising out of or in connection with any Default of the AMS Supplier;
- 5.8.5. changes that are part of any problem resolution procedure arising as a result of any

Default of the AMS Supplier, including those set out in schedule 2.2 (Service Performance Framework);

- 5.8.6. changes required as a result of any General Change in Law or Specific Change in Law where the effect of that Specific Change in Law on the AMS Services is known at the Effective Date; and/or
- 5.8.7. subject to paragraph 2A, inflation or indexation.
- 5.9. Subject to schedule 7.2 (Payments on Termination), if the Authority elects in its sole discretion to decommission or remove from the scope of the AMS Services any Business Application, the Application Service Charge in respect of such Business Application shall cease to be payable from the date of decommissioning and for the remainder of the Term, with no additional costs or Charges payable by the Authority in respect of such Business Application, or other Business Applications, or as a result of such decommissioning or removal from scope. The Application Service Charges are predicated on a principle of “no application, no charge”, such that the Authority shall only pay for services consumed.
- 5.10. In the event that a Business Application ceases to be in active use (for example because a replacement Business Application has gone live), but the original Business Application is still required for look ups and/or to store data, this may or may not result in a reduction to the Application Service Charge for that Business Application. In this scenario the Change Control Procedure will be used to determine the impact, and the AMS Supplier shall proportionately reduce the Application Service Charge in a manner which is proportionate to any cost reduction achieved as a result of that Business Application no longer being in active use.
- 5.11. Save as otherwise provided in this Agreement (for example in accordance with paragraph 13 (Gain Share) or schedule 7.3 (Benchmarking)), any increase or decrease in the costs of the AMS Supplier e.g. as a result of any Change to the Service Requirements or to the Business Applications in scope, or to the functionality of those Business Applications which results in an increase or decrease in the Fixed or Variable Service Charges shall also result in a corresponding and commensurate increase or decrease in the Forecast Profit attributable to those costs or Business Applications.
- 5.12. In the event that the total Application Service Charges in any Service Reporting Period fall below 10% of the total Application Service Charges which applied in the first full Service Reporting Period immediately following the Effective Date after Achievement of the final SCD Milestone which relates to the AMS Services (the “**Application Service Charges Collar**”), the Application Service Charges for the remaining Business Applications in scope of the AMS Services shall be subject to review by the parties in accordance with the Change Control Procedure. The individual Application Service Charges for the remaining Business Applications may be increased as a result of such review, subject to the following:
- 5.12.1. any adjustments made to the individual Application Service Charges shall not have the effect of the Authority paying total Application Service Charges (excluding any Service Credits or other deductions) that would exceed the Application Service Charges Collar; and
- 5.12.2. once a Change has been approved in accordance with the Change Control

Procedure any resulting adjustment to the Application Service Charges shall be applied retrospectively so that it takes effect from the start of the next Service Reporting Period after the date that the total Application Service Charges fell below the Application Service Charges Collar.

5.13. Not used.

5.14. For the avoidance of doubt:

5.14.1. any Changes to the Fixed Service Charges and the Variable Service Charge per Unit shall be processed in accordance with the Change Control Procedure and shall not have the effect of altering the economic balance of the Agreement in favour of the AMS Supplier in a manner not provided for in the terms of the Agreement; and

5.14.2. any Change in respect of a Business Application or its components which reduces the Authority's requirements in respect of such Business Application shall not constitute partial termination of the Agreement.

5.15. The AMS Supplier acknowledges and agrees that the Authority gives no warranty or representation as to:

5.15.1. the number and value of Business Applications required to be maintained in each Service Reporting Period; and/or

5.15.2. the total Fixed Service Charges.

5.16. The AMS Supplier shall provide the Authority with sufficient evidence to enable the Authority to determine which such Fixed Service Charges are payable.

Annual Fixed Service Charges

5.17. The parties acknowledge that each Contract Year the AMS Supplier incurs annual Fixed Service Charges, listed in the Table 2 below, and that these will be chargeable to the Authority, with the actual costs being confirmed and agreed via the Change Control Procedure.

5.18. As at the Effective Date the total ROM estimate for such annual Fixed Service Charges is [REDACTED] (excluding VAT) and including the AMS Supplier's mark-up and any associated procurement and administration costs. The AMS Supplier shall provide a Proposal Document detailing the actual Charge, broken down as set out below, at least one month before the Service Charge is due.

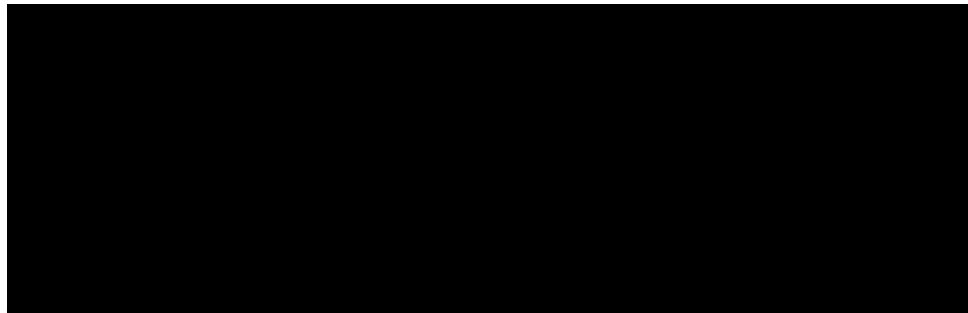


Table 2 – Table of Annual Fixed Service Charges

Variable Service Charges

- 5.19. The Variable Service Charge per Service Reporting Period shall be calculated based on the Variable Service Charge per Unit set out in the "Variable Service Charge" and "Variable Charges Contract Yr 4" workbooks of the Financial Model and the number of Units consumed. These workbooks define:
- 5.19.1. what the Units are for each Variable Service Charge and how they are measured;
 - 5.19.2. whether a quarterly true up applies; and
 - 5.19.3. where appropriate, refers to the relevant Annex of schedule 2.1 (Service Requirements) for further details.
- 5.20. The AMS Supplier acknowledges and agrees that the Authority gives no warranty or representation as to:
- 5.20.1. the number of Units required or consumed for any Business Application or as part of the AMS Services; and/or
 - 5.20.2. the total amount of the Variable Service Charges.
- 5.21. The AMS Supplier shall provide the Authority with sufficient evidence to enable the Authority to determine and verify the amount of Units consumed and Variable Service Charges payable.

6. CHARGES FOR CHANGES AND FUTURE SERVICES

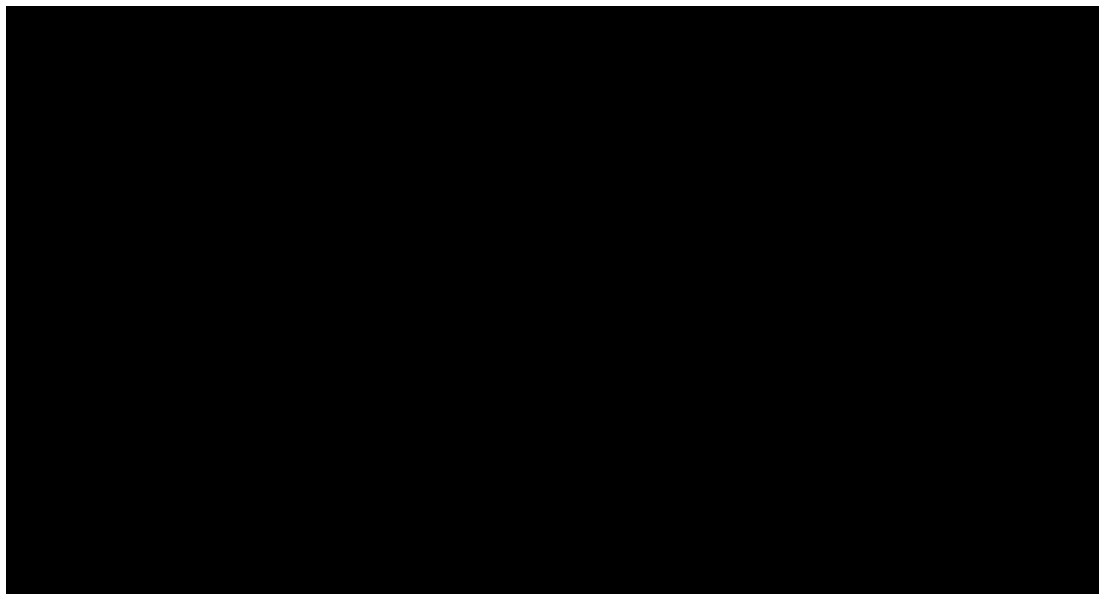
Rate Cards

- 6.1. If the parties agree that the AMS Supplier shall implement Future Services, programmes, projects or Changes that have not been specified at the Effective Date (together, "Rate Card Services"), then:
- 6.1.1. the AMS Supplier Personnel cost elements of the Charges associated with the Project(s) for such implementation services shall be calculated on a daily basis for every day that the agreed AMS Supplier Personnel are actively performing the Rate Card Services by reference to the Project Daily Rate by role set out in Appendix A of schedule 7.5 (Financial Model); and
 - 6.1.2. the AMS Supplier's Sub-contractor [REDACTED] personnel elements of the Charges associated with the Project(s) for such implementation services shall be calculated on a daily basis for every day that the agreed [REDACTED] personnel are actively performing the Rate Card Services by reference to the Project Daily Rate by role

set out in Appendix A of schedule 7.5 (Financial Model).

- 6.2. Travel and subsistence within the M25 is included in the Project Daily Rates referred to in paragraph 6.1 above and is payable at the Authority's standard travel and subsistence rates outside the M25, subject always to such expenses being agreed in advance in the respective Proposal Document or CAN. For the avoidance of doubt, if the personnel are required to work within the M25 there shall be no travel and subsistence expenses incurred, no matter where the personnel are normally based, e.g. if the personnel are based in Birmingham but are required to work inside the M25 there would be no expenses payable. However, if the personnel are required to work at another site outside the M25 travel and subsistence expenses would be incurred, e.g. if the personnel are based in Birmingham and are required to work in Bristol.

6.3.



6.4. Not Used

Charges for Changes – other requirements

- 6.5. Where either party requests a Change then the AMS Supplier shall assess the potential impact of the proposed Change on the Charges in accordance with the Change Control Procedure. Without limiting paragraph 4 (Impact Assessment) of schedule 8.2 (Change Control Procedure), the AMS Supplier shall provide sufficient detail to justify the potential impact on the Charges which shall:
- 6.5.1. be based on and reflect the principles of the Financial Model;
 - 6.5.2. include estimated volumes of each type of resource to be employed using the applicable "Project Daily Rate" set out in Appendix A of schedule 7.5 (Financial Model);
 - 6.5.3. include full disclosure of any assumptions underlying the proposed impact on the Charges; and
 - 6.5.4. include evidence of the cost of any assets required for the proposed Change.
- 6.6. Subject to clause 20.4 of the MSA, the AMS Supplier may not charge for the development of

- commercial proposals, estimates, financial impact assessments or quotations for the AMS Supplier to undertake work for the Authority and such activities shall be non-chargeable.
- 6.7. If the proposed Contract Change is approved by the Authority in accordance with the Change Control Procedure then the AMS Supplier will update the Financial Model in accordance with the provisions of schedule 7.5 (Financial Model).
- 6.8. The AMS Supplier shall use the Financial Model to demonstrate any proposed revisions to the Charges arising as a result of any proposed Change.
- 6.9. Unless otherwise specified by the Authority, the AMS Supplier shall provide to the Authority estimates of any proposed charges for a proposed work package or project in terms of Milestone Payments.
- 6.10. Where the Project delivers a Future Service, then the AMS Supplier shall ensure that the Project proposal includes SCD Milestones and details of all impacts on Service Levels and Charges.
- 6.11. The Authority reserves the right to require Project proposals to include provisions for Delay Payments.
- 6.12. Without limiting paragraph 7 of this schedule 7.1 (Charging and Invoicing), if the AMS Supplier is submitting a collective Project proposal involving Other FITS Suppliers, the Authority reserves the right to require such Project proposals to include collective provisions for Delay Payments.

Project Contingency and Risk

- 6.13. Where Projects are charged on a fixed price basis, with payments linked to Milestones, the AMS Supplier may include an appropriate level of contingency and risk premium within the agreed price. To ensure that the Authority has transparency over the contingencies added, and that risks are not double counted, the AMS Supplier shall ensure that the following principles for costing contingency and risk shall be applied:
- 6.13.1. the man-day effort calculated by the AMS Supplier excluding any contingency or risk premiums;
- 6.13.2. contingency shall be calculated as a percentage of the total man-day effort to reflect the level of uncertainty (estimating risk) in the man-day estimates. This percentage will be agreed between the Authority and the AMS Supplier and will be informed by such factors as: the precision of the project specification and outputs; completeness of information; availability of accurate metrics; the complexity of the solution; feedback from relevant completed projects and the period of time over which the project is delivered;
- 6.13.3. Project Plans will then be presented by the AMS Supplier that reflect the level of man-days and timescales for milestones and deliverables inclusive of the agreed contingency;
- 6.13.4. a Risk Register shall be presented by the AMS Supplier which identifies all Project specific risks, an estimate of the value of the risk if it were to materialise,

planned actions to mitigate the risk, cost of implementing such actions and an estimate of the residual value of the risk after the mitigating actions have been taken;

- 6.13.5. the quantification of risk values shall take account of those risks that are independent of each other and those risks that are interdependent. The cumulative value of the interdependent risk values should be less than the sum of each individual risk to reflect the direct relationship between each risk;
- 6.13.6. prior to agreeing the fixed charges for a Project, both the Authority and the AMS Supplier shall endeavour to minimise the likelihood of identified risks materialising, to ensure any risk premium value is kept to a minimum. Such actions could include detailed scoping studies, business impact analysis, pilot and testing activities;
- 6.13.7. any agreed residual risk value of risks owned by the AMS Supplier shall be included in the project costing, but not converted into man-day effort within the project plans; and
- 6.13.8. the utilisation of project contingency and risk premiums shall be measured and shared with the Authority on an open-book basis. The outcomes shall be fed back into future project costing to continuously improve the accuracy of the project estimation process.

Capital and 3rd Party Project Costs

- 6.14. Subject to paragraph 6.15, if any Projects require the AMS Supplier to procure services or capital assets from third parties, the AMS Supplier shall not mark-up the costs charged by such third parties to the AMS Supplier by more than [REDACTED] and where the third party is [REDACTED] the AMS Supplier shall not apply a margin to the costs charged by [REDACTED] to the AMS Supplier of more than [REDACTED] and the overall mark-up (including the AMS Supplier's margin) shall not be more than [REDACTED]
- 6.15. The AMS Supplier shall not be entitled to apply any mark-up to the supply of any goods, software or services to which clause 25.13 applies.

Potential Value of Project Work

- 6.16. Under this Agreement, the Authority expects to request Future Services, including project work, via the Change Control Procedure. The Authority anticipates that the value of such project work will be at least £7,500,000 (seven million five hundred thousand pounds) per annum but shall not exceed £15,000,000 (fifteen million pounds) per annum and this will be reflected in the contract award notice for this Agreement which will be submitted for publication by the Authority in the OJEU. The Authority does not guarantee any volume or value of any project work and all project work will be subject to internal and external governance requirements.

Investment Fund

- 6.17. Not used.

6.18. Not used.

6.19. Not used.

6.20. Not used.

6.21. Not used.

6.22. Not used.

7. BOUNDED MECHANISMS FOR CHANGES TO FITS SERVICES AND FUTURE SERVICES

7.1. As part of agreeing any change to FITS Services or Future Services, the parties may agree any of the following Bounded Mechanisms which are shown in the following table as potentially applicable in the given circumstances:

	Single Relevant FITS Supplier	Small number of Relevant FITS Suppliers	Many Relevant FITS Suppliers	Existing Suppliers and Other Authority Providers
Under ████	Shared Risk Pot Exceptional Bonus Delay Payments Tapering Relief Application of Revised Service Charges	Shared Risk Pot Exceptional Bonus Delay Payments Tapering Relief Application of Revised Service Charges	Exceptional Bonus Delay Payments Tapering Relief Application of Revised Service Charges	Shared Risk Pot Exceptional Bonus Delay Payments Tapering Relief Application of Revised Service Charges
Over ████	Shared Risk Pot Exceptional Bonus Delay Payments Tapering Relief Application of Revised Service Charges	Shared Risk Pot Incentive Scheme Exceptional Bonus Delay Payments Tapering Relief Application of Revised Service Charges	Shared Risk Pot Incentive Scheme Exceptional Bonus Delay Payments Tapering Relief Application of Revised Service Charges	Shared Risk Pot Incentive Scheme Exceptional Bonus Delay Payments Tapering Relief Application of Revised Service Charges

7.2. Of these:

7.2.1. Shared Risk Pots, Incentive Schemes and Exceptional Bonuses shall constitute the Positive Mechanisms; and

7.2.2. Delay Payments, Tapering and Application of Revised Service Charges shall constitute the Negative Mechanisms.

7.3. These Bounded Mechanisms may be used in combination save that in agreeing the Bounded Mechanisms the parties should aim to ensure that any Delay Payments should not apply at such a level where the effect in combination with other Bounded Mechanisms would be to allow the Authority to recover the same loss twice. This paragraph shall not, however, excuse any FITS Supplier liability under a Bounded Mechanism once agreed.

- 7.4. The Authority and the relevant FITS Suppliers shall agree the appropriate Bounded Mechanisms that shall apply as part of agreeing the relevant Change Request Part C: Change Authorisation. If the Authority and the relevant FITS Suppliers are unable to agree on the Bounded Mechanisms and the arrangements for them, as referred to below, the Authority's decision shall apply.
- 7.5. In principle, when agreeing Bounded Mechanisms the parties shall seek to combine both Positive Mechanisms and Negative Mechanisms.
- 7.6. In agreeing Bounded Mechanisms, the parties shall, unless they agree otherwise, follow the principles in the following paragraphs:
- 7.6.1. Bounded Mechanisms shall apply in accordance with the principles in the following paragraphs subject to any agreements to the contrary when establishing them;
 - 7.6.2. Bounded Mechanisms shall be documented in the Change Request Part C: Change Authorisation which documents the applicable change to FITS Services or Future Services; and
 - 7.6.3. where the provisions below refer to something being documented in the Change Request Part C: Change Authorisation but it is not in fact so documented, the relevant FITS Suppliers shall use reasonable endeavours to agree the applicable matter within five (5) Working Days, failing which the Authority shall determine the matter.
- 7.7. **Shared Risk Pots**
- 7.7.1. A Shared Risk Pot shall be created on the basis of risks and the costs of their mitigation, which have been identified by the relevant FITS Suppliers and accepted by the Authority as appropriate in agreeing the Bounded Mechanism for the particular change to FITS Services or Future Service. This shall consist of a proportion of the Charges of each relevant FITS Supplier in relation to the change to FITS Services or Future Service as set out in the Change Request Part C: Change Authorisation, and the Change Request Part C: Change Authorisation shall identify that proportion and ensure that the other payment milestones in the Change Request Part C: Change Authorisation are reduced accordingly.
 - 7.7.2. The Shared Risk Pot shall be administered by the Authority or such other entity as may be agreed in the Change Request Part C: Change Authorisation.
 - 7.7.3. Relevant FITS Suppliers may recover costs of the sort permitted in the Change Request Part C: Change Authorisation where the risks and circumstances in the Change Request Part C: Change Authorisation apply, and in accordance with any rules in the Change Request Part C: Change Authorisation. In this event, they shall be invoiced to the Authority in accordance with the provisions of the Change Request Part C: Change Authorisation.

- 7.7.4. The Change Request Part C: Change Authorisation shall, unless agreed otherwise, follow these principles:
- 7.7.4.1. a given relevant FITS Supplier should only be allowed to recover costs from the Shared Risk Pot in relation to risks outside the control of that relevant FITS Supplier and where the relevant FITS Supplier has not caused the risk to crystallise nor contributed to the risk crystallising, and subject to the relevant FITS Supplier only being able to recover reasonably incurred non-mitigable costs;
 - 7.7.4.2. Delay Payments recoverable by the Authority may be agreed as being recoverable out of the Shared Risk Pot (subject to its exhaustion, in which case they shall revert to being recoverable from specific relevant FITS Suppliers); and
 - 7.7.4.3. the Shared Risk Pot should not cover risks outside the control of any party.
- 7.7.5. On the final CPP Milestone for the applicable change to FITS Services or Future Service, or on such other point as may be provided in the Change Request Part C: Change Authorisation, the Authority and the relevant FITS Suppliers shall share any remaining amounts in the Shared Risk Pot in equal shares (or such other shares as may be provided in the Change Request Part C: Change Authorisation), and the relevant FITS Suppliers shall invoice the Authority for this in accordance with the provisions of the Change Request Part C: Change Authorisation or, if the Change Request Part C: Change Authorisation is silent on this, in the next applicable invoice.
- 7.7.6. The provisions of this paragraph 7.7 shall cease to apply as and when the applicable Shared Risk Pot is exhausted.

7.8. Incentive Schemes

- 7.8.1. Incentive Schemes shall involve a Shared Incentive Fund. This shall consist either of a proportion of the Charges of each relevant FITS Supplier in relation to the change to FITS Services or Future Service as set out in the Change Request Part C: Change Authorisation (and the Change Request Part C: Change Authorisation shall identify that proportion and ensure that the other payment milestones in the Change Request Part C: Change Authorisation are reduced accordingly) and, should the Authority agree to make any such contribution, a contribution from the Authority as set out in the Change Request Part C: Change Authorisation, or where a Shared Risk Pot has been created, any unallocated element of the Shared Risk Pot.
- 7.8.2. The Shared Incentive Fund shall be administered by the Authority or such other entity as may be agreed in the Change Request Part C: Change Authorisation.
- 7.8.3. The Shared Incentive Fund shall operate in accordance with a mechanism set out in the Change Request Part C: Change Authorisation, which shall be based on the principles of the Deferred Shareholder Fund under the MSA, but shall, unless

agreed otherwise, follow these principles:

- 7.8.3.1. KPIs shall be amended to reflect the issues and circumstances of the specific change to FITS Services or Future Service;
- 7.8.3.2. relevant FITS Suppliers shall be entitled to exercise their options and raise an invoice for any applicable shares on the final CPP Milestone or other point specified in the Change Request Part C: Change Authorisation; and
- 7.8.3.3. where the Shared Incentive Fund is used to calculate FITS Suppliers' entitlement to any unallocated element of a Shared Risk Pot a FITS Supplier shall be entitled to a proportion of such Shared Risk Pot set in accordance with the level of KPIs they have achieved in relation to the total level of KPIs achieved across all relevant FITS Suppliers.

7.9. Exceptional Bonus

- 7.9.1. Exceptional Bonuses may apply where the parties can identify a clear financial saving or cost avoidance for the Authority arising out of the particular Change to FITS Services or Future Service and that benefit can be shown to be increased in the event of early delivery of the Change or Future Service.
- 7.9.2. Under an Exceptional Bonus, in the event of early delivery of the Change or Future Service, as defined in the Change Request Part C: Change Authorisation, the element of savings specified in the Change Request Part C: Change Authorisation as applying for the early delivery in question shall be shared between the parties in equal shares or such other share as may be agreed in the Change Request Part C: Change Authorisation.
- 7.9.3. Unless otherwise agreed, the Exceptional Bonus and parties' shares in it shall apply regardless of additional costs incurred or level of contribution. Where a Change Request Part C: Change Authorisation sets out rules in relation to these matters, such rules shall apply.

7.10. Delay Payments

- 7.10.1. Delay Payments shall, unless otherwise agreed in the Change Request Part C: Change Authorisation, follow the provisions of the applicable Tower Service Agreement.
- 7.10.2. Dates and amounts of Delay Payment and any cap on the Delay Payment shall be set out in the Change Request Part C: Change Authorisation.
- 7.10.3. Where the Delay Payment mechanism applies Delay Payments to Milestones or Deliverables within the control of more than one relevant FITS Supplier and the mechanism provides for Delay Payments to be payable in a pre-allocated proportion then, unless the Delay Payments are covered by a Shared Risk Pot and/or the Bounded Mechanism provides otherwise, any relevant FITS Supplier which has incurred Delay Payments without contributing to the applicable Delay may recover the Delay Payments from those of the relevant FITS Suppliers who

have so contributed. Unless otherwise agreed in the Change Request Part C: Change Authorisation this shall be recovered in proportions equal to the amount of the Delay contributed by such relevant FITS Suppliers or the proportion of Charges for the Future Service or change to FITS Services for the applicable relevant FITS Suppliers to the overall Charges for the Future Service or change to FITS Services of all applicable relevant FITS Suppliers.

7.10.4. Where the Delay Payment mechanism applies Delay Payments to Milestones or Deliverables to a single relevant FITS Supplier but the Dependencies Register or Change Request Part C: Change Authorisation makes it clear that delivery of the Milestone or Deliverable depends on performance by other relevant FITS Suppliers of given obligations and such obligations have not been performed, the lead relevant FITS Supplier may, unless the Delay Payments are covered by a Shared Risk Pot and/or the Bounded Mechanism provides otherwise, recover elements of the Delay Payments from those of the relevant FITS Suppliers who have caused the applicable element of Delay.

7.10.5. The Change Request Part C: Change Authorisation shall, unless agreed otherwise, follow these principles:

7.10.5.1. the Delay Payments should represent a genuine pre-estimate of the loss likely to be suffered by the Authority as a result of the applicable delay;

7.10.5.2. where Delay Payments apply to more than one relevant FITS Supplier, they should be allocated in the same proportion as the proportion of Charges for the Future Service or change to FITS Services for the applicable relevant FITS Suppliers to the overall Charges for the Future Service or change to FITS Services of all applicable relevant FITS Suppliers; and

7.10.5.3. where a single relevant FITS Supplier's Charges for the Future Service or change to FITS Services will represent more than [REDACTED] of the overall Charges for the Future Service or change to FITS Services of all applicable relevant FITS Suppliers, or where the overall Charges for the Future Service or change to FITS Services are less than [REDACTED], all Delay Payments shall apply to that relevant FITS Supplier.

7.10.6. Dependencies between relevant FITS Suppliers shall be set out clearly and precisely and be linked to Milestones.

7.11. Tapering Relief

7.11.1. Where Tapering Relief applies to specific Milestones in the Change Request Part C: Change Authorisation that are missed, specified day rates or Service Charges are reduced at the rate and by the amount specified in the Change Request Part C: Change Authorisation.

7.11.2. Where the Change Request Part C: Change Authorisation provides for this, where

a Tapering Relief payment mechanism applies to a relevant FITS Supplier but the Dependencies Register or Change Request Part C: Change Authorisation makes it clear that delivery of the Milestone depends on performance by other relevant FITS Suppliers of given obligations and such obligations have not been performed, the impacted relevant FITS Supplier may, unless the Bounded Mechanism provides otherwise, recover its losses from elements of the Delay Payments from those of the relevant FITS Suppliers who have caused the applicable element of Delay.

7.12. Application of Revised Service Charges

7.12.1. Where the Application of Revised Service Charges applies, Revised Service Charges set out in the Change Request Part C: Change Authorisation shall apply from any planned SCD Milestone set out in the Change Request Part C: Change Authorisation regardless of whether or not the SCD Milestone has been achieved.

7.12.2. Application of Revised Service Charges shall only apply where the Future Service or change to FITS Services is due to lead to a reduction in current Charges.

7.13. Where the Change Request Part C: Change Authorisation provides for this, where an Application of Revised Service Charges mechanism applies to a relevant FITS Supplier but the Dependencies Register or Change Request Part C: Change Authorisation makes it clear that delivery of the Milestone depends on performance by other relevant FITS Suppliers of given obligations and such obligations have not been performed, the impacted relevant FITS Supplier may, unless the Bounded Mechanism provides otherwise, recover its losses from elements of the Delay Payments from those of the relevant FITS Suppliers who have caused the applicable element of Delay.

8. NOT USED

8.1. Not used

9. SERVICE CREDITS

9.1. Service Credits will be made based on the number of Service Credit Points accrued in any one Service Reporting Period. The basis for the accrual of Service Credit Points is set out in schedule 2.2 (Service Performance Management).

9.2. In each Service Reporting Period the Service Credit deduction will be equal to [REDACTED] of the Applicable Charge divided by [REDACTED] multiplied by the Total Service Credit Points for the Service Reporting Period. The total Service Credit applicable for each Service Reporting Period will therefore be calculated in the following way:

$$SC = (TSCP \times [\text{REDACTED}] \% \text{ of the Applicable Charge}) \times [\text{REDACTED}]$$

Where:

"Applicable Charge" = Service Charges payable for the relevant Service Reporting Period

"SC" = Service Credit

"TSCP" = Total Service Credit Points for the Service Reporting Period

Notwithstanding the foregoing, in no event shall the amount of Service Credits in any Service Reporting Period be greater than [REDACTED] of the Applicable Charge.

- 9.3. If no further Charges fall due after Service Credits accrue, the AMS Supplier shall issue a credit note to the Authority for a sum equal to any such Service Credits then outstanding which shall be repayable by the AMS Supplier to the Authority as a debt.

10. SAVINGS SHARE

- 10.1. The Authority may require the AMS Supplier to comply with the principles set out in this paragraph 10 in respect of Changes agreed under the Change Control Procedure which require either the Authority or the AMS Supplier to invest in the AMS Services.

- 10.2. The AMS Supplier shall seek opportunities for identifying savings and reducing costs and for increasing the value of the AMS Services to the Authority.

- 10.3. Subject to paragraph 10.1 and paragraph 10.4, if any Changes proposed by the AMS Supplier require investment from the AMS Supplier or the Authority, the following shall apply:

10.3.1. if the AMS Supplier invests in a Change which results in reductions to the Service Charges and does not recover such investment from the Authority through any other Charge, the AMS Supplier may be entitled to up to [REDACTED] of such reduction; and

10.3.2. if the Authority invests in a Change which results in reductions to the Service Charges, the AMS Supplier may be entitled to up to [REDACTED] of such reduction.

- 10.4. In determining whether the AMS Supplier is entitled to share in any reductions to the Service Charges pursuant to paragraph 10.3, the Authority in its absolute discretion may consider a range of factors, including whether any achieved reduction in Service Charges:

10.4.1. reduces the overall cost to the Authority of receiving FITS Services; and

10.4.2. should be shared with Other FITS Suppliers to account for changes to their revenues which may be caused by the Change.

- 10.5. If paragraph 10.3.1 applies, the Financial Model shall be used to allocate the percentage of the achieved reduction in Service Charges between the Authority and the AMS Supplier.

11. CERTIFICATION OF COSTS

- 11.1. The AMS Supplier shall, on each anniversary of the Effective Date and also at the request of the Authority (such additional requests not to exceed five occasions over the Term) within 15 Working Days of such request provide, to the Authority a Certificate of Costs in the format as set out in Appendix A to this schedule 7.1 (Charging and Invoicing). The Certificate of Costs shall be signed by a director of the AMS Supplier.

- 11.2. The Certificate of Costs shall set out the AMS Supplier's actual costs, expenses and profits in providing the services over the preceding year of the Agreement, including details of at least the following:
- 11.2.1. the actual capital expenditure, including capital replacement costs (including details of expected asset lives);
 - 11.2.2. actual operating expenditure relating to the provision of the Services, with labour costs, consumables, sub-contracted and bought-in services;
 - 11.2.3. all interest expenses and other third party financing costs;
 - 11.2.4. details of the overhead recoveries that have been made to the extent detailed in Appendix A to this schedule 7.1 (Charging and Invoicing); and
 - 11.2.5. the profit which the AMS Supplier has achieved in the provision of the Services including any profit element forming any part of the overhead recoveries disclosed by reason of paragraph 11.2.4 above.
- 11.3. Following receipt of the Certificate of Costs, the AMS Supplier shall provide to the Authority any reasonable additional information to enable the Authority to verify the accuracy of the Certificate of Costs.
- 11.4. Following receipt of the Certificate of Costs, the Authority (and its expert third party advisors) shall be entitled at any time to access the AMS Supplier's computations that have been used by the AMS Supplier in the preparation of the Certificate of Costs. The computations should follow the visibility principles set out in paragraph 3 of schedule 7.5 (Financial Model).

12. INVOICING

12.1. Raising invoices

- 12.1.1. The AMS Supplier shall be entitled to raise an invoice in respect of any payment which falls payable to the AMS Supplier pursuant to the Agreement and as agreed through the Payment Schedule review process as described in paragraph 7 of schedule 7.5 (Financial Model).
- 12.1.2. The AMS Supplier shall submit all invoices and address any invoice queries to the Authority contract manager. The address will be as notified by the Authority to the AMS Supplier from time to time.

12.2. Format of invoice

- 12.2.1. The AMS Supplier shall ensure that each invoice contains the following information:
 - 12.2.1.1. the date of the invoice;
 - 12.2.1.2. a unique invoice number;
 - 12.2.1.3. details of the correct Agreement reference;
 - 12.2.1.4. the purchase order number and Milestone reference to which it relates

(if any);

- 12.2.1.5. a copy of the relevant information from the Payment Schedule (to be displayed on the front page of the invoice);
 - 12.2.1.6. the dates between which the AMS Services the subject of each of the Charges detailed on the invoice were performed;
 - 12.2.1.7. the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Authority under the terms of this Agreement, and, separately, any VAT or other sales tax payable in respect of the same;
 - 12.2.1.8. details of any Service Credits or similar deductions that shall apply to the Charges detailed on the invoice;
 - 12.2.1.9. a contact name and telephone number of a responsible person in the AMS Supplier's finance department in the event of administrative queries; and
 - 12.2.1.10. the bank account details for payments to the AMS Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).
- 12.2.2. The AMS Supplier shall submit all invoices and supporting documentation in such format as the Authority may specify from time to time:
- 12.2.2.1. by post to:

Shared Services Connected Ltd
PO Box 769
Newport
Gwent
NP20 9BB
 - 12.2.2.2. by email as unstructured electronic invoices in pdf format to Shared Services Connected Ltd email address

APinvoices-CTS-U@gov.sscl.com for HMCTS invoices
APinvoices-MOJ-U@gov.sscl.com for MOJ invoices; or
 - 12.2.2.3. to such other address, whether physical or electronic, as may be notified by the Authority in accordance with paragraph 12.1.2.
- 12.2.3. All AMS Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.
- 12.2.4. The Authority shall only regard an invoice as valid if it complies with the provisions of this schedule 7.1 (Charging and Invoicing). Where any invoice does not conform to the Authority's requirements set out in paragraph 12.2 of this schedule 7.1 (Charging and Invoicing), the Authority will promptly return the

disputed invoice to the AMS Supplier. The AMS Supplier shall promptly issue a replacement invoice which shall comply with the same.

12.2.5. Only one invoice per purchase order should be submitted per month, and amounts relating to different purchase orders should be included on separate invoices.

12.2.6. The final invoice relating to this Agreement shall only be sent to the Authority following agreement between the parties, such agreement not to be unreasonably withheld or delayed, of any Service Credits relating to the Service Credit regime as detailed in schedule 2.2 (Service Performance Management).

Electronic Invoicing

12.2.7. The Authority shall accept and process for payment an electronic invoice submitted for payment by the AMS Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.

12.2.8. For the purposes of paragraph 12.2.7, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

12.3. Supporting information

12.3.1. Milestone Payments must be supported by copies of Milestone Achievement Certificates as signed by appropriately authorised Authority personnel.

12.3.2. Except where paragraph 12.3.4 applies, any items ordered through the Services and Products catalogue can be aggregated on an invoice, subject to all orders being raised under the same Purchase Order number, but shall be supported by individual order and delivery information, including organisation, authorisation and budgetary code information. This has to be sufficient to enable re-charges to be made within the Authority and associated bodies. Charges for orders not containing sufficient information to enable re-charge will be disputed.

12.3.3. Each invoice will only be paid if the amount matches the amount agreed through the Payment Schedule process as detailed in paragraph 7 of schedule 7.5 (Financial Model).

12.4. Payment terms

12.4.1. The Authority shall pay undisputed valid invoices within thirty calendar (30) days of receipt.

12.5. Credit notes

12.5.1. The AMS Supplier shall provide the Authority with a credit note in the following circumstances:

12.5.1.1. an invoice in full or in part has been issued in error;

12.5.1.2. the agreed resolution of a disputed invoice is that the disputed charge is

too high and a credit note is agreed to be issued;

12.5.1.3. a Contract Performance Point has not been achieved and the Authority wishes to recover the related Milestone Payments already made;

12.5.1.4. the Authority is eligible to receive Delay Payments and has requested that the Delay Payments are realised by a credit note;

12.5.1.5. the Authority is eligible to received Service Credits and has requested that the Service Credits are realised by a credit note; and

12.5.1.6. other circumstances as agreed between the Authority and the AMS Supplier.

12.5.2. Each credit note shall be a valid tax invoice.

12.6. Disputed invoices

12.6.1. If the Authority disputes all or part of an invoice raised by the AMS Supplier, then the Authority shall inform the AMS Supplier at the earliest opportunity. The Authority shall set out the nature of the dispute and reasons for the dispute.

12.6.2. At its sole discretion, the Authority may postpone payment of the disputed amount until the dispute is resolved and any correcting documentation (further invoice or credit note) has been received.

12.6.3. Where the disputed amount is a part of a larger invoice, the entire invoice will be disputed. The Authority will not part pay an invoice.

12.6.4. Payment by the Authority of any invoice submitted by the AMS Supplier shall not signify approval of such invoice. The Authority reserves the right to verify and, where appropriate, dispute invoices after the date of payment and subsequently to recover any sums which have been overpaid.

12.6.5. If any part of an invoice rendered by the AMS Supplier is disputed or subject to question by the Authority either before or after payment then the Authority may call for the AMS Supplier to provide such further documentary evidence as it may reasonably require to verify its liability to pay the amount which is disputed or subject to question and the AMS Supplier shall promptly provide such evidence in a form satisfactory to the Authority.

13. GAIN SHARE

Purpose

13.1. This paragraph 13 details the method by which the Authority will share in any Gain Share Amounts which are made by the provision of the AMS Services in each Contract Year.

13.2. Gain Share Calculation

13.2.1. Within 30 days of each anniversary of the Effective Date, the AMS Supplier shall deliver to the Authority the Gain Share Calculation as calculated for the immediately preceding Contract Year.

- 13.2.2. The Gain Share Calculation shall be prepared in accordance with this paragraph 13 and the gain sharing rates set out in Appendix B to this schedule 7.1 (Charging and Invoicing).
- 13.2.3. Each Gain Share Calculation shall:
- 13.2.3.1. be constructed using the Reconciliation for the immediately preceding Contract Year and shall be supplied in both paper and electronic copy;
 - 13.2.3.2. be certified as correct and accurate by a director of the AMS Supplier;
 - 13.2.3.3. calculate, in accordance with the methodology used for the calculation of the Financial Model, the Earned Revenue and Earned Expenses for the immediately preceding Contract Year;
 - 13.2.3.4. calculate, in accordance with the methodology used in the Financial Model the Earned Gain for the immediately preceding Contract Year;
 - 13.2.3.5. show separately the amounts of Earned Gain (falling into Band 1, Band 2, Band 3 and Band 4 as defined in Appendix B of this schedule); and
 - 13.2.3.6. show separately the Gain Share Amount, the AMS Supplier's Gain Share Amount and the Authority's Gain Share Amount for each of Band 2, Band 3 and Band 4.
- 13.2.4. Following receipt by the Authority of a Gain Share Calculation, the AMS Supplier shall at its own expense provide to the Authority any such additional information as it may reasonably request so that the Authority can verify the accuracy of the Gain Share Calculation. This shall include the detailed working papers and spreadsheets constructed in accordance with schedule 7.5 (Financial Model) and shall be supplied in both paper and electronic copy.
- 13.2.5. Within 30 days of receipt of each Gain Share Calculation and all additional information required pursuant to paragraph 13.2.4, the Authority shall notify the AMS Supplier whether it agrees with or disputes the Gain Share Calculation.

Payment of Gain Share

- 13.3. Following agreement or determination of the Gain Share Calculation based on the Reconciliation for the immediately preceding Contract Year, the AMS Supplier shall pay the Authority the Authority's Gain Share Amount calculated in accordance with Appendix B to this schedule.

13.4. Impact of Deferred Shareholder Fund and Savings Share

For the avoidance of doubt:

- 13.4.1. any sums which are from time to time held in or paid to the AMS Supplier in respect of the Deferred Shareholder Fund; and
- 13.4.2. any financial gains which are made by the AMS Supplier from time to time in accordance with paragraph 10 (Savings Share) of this schedule 7.1 (Charging and

Invoicing),

shall not be taken into account for the purposes of the Gain Share Calculation.

14. MANAGEMENT CHARGES AND INFORMATION

- 14.1. In addition to any other management information requirements set out in this Agreement, the AMS Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME Management Information (MI) Reports to the Authority which incorporate the data described in the MI Reporting template which is:
- 14.1.1. the total contract revenue received directly on a specific contract;
 - 14.1.2. the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and
 - 14.1.3. the total value of sub-contracted revenues to SMEs and VCSEs.
- 14.2. The SME Management Information Reports shall be provided in the correct format as required by the MI Reporting Template and any guidance issued by the Authority from time to time. The AMS Supplier shall use the initial MI Reporting Template which is set out in the Appendix C to this schedule 7.1 (Charging and Invoicing) and which may be changed from time to time (including the data required and/or format) by the Authority by issuing a replacement version. The Authority shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.
- 14.3. The AMS Supplier further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the Authority.

APPENDIX A**Certificate of Costs****Certificate of Costs – Sample Report**

For the Period of [insert date] (Start of Contract) through [insert date] (Start of Contract + 1 year)

Labour	£XXXX
Labour Overhead	£XXXX
Purchases	£XXXX
Purchases Overhead	£XXXX
Travel	£XXXX
Other Value-Add	£XXXX
General & Administrative	£XXXX
Other Non-Value	£XXXX
Total Cost	£XXXX
Profit	<u>£XXXX</u>
Total Price	£XXXX

APPENDIX B

Gain Sharing Table



APPENDIX C
MI Reporting Template

The parties acting reasonably shall agree in writing the full detail of the initial MI Reporting Template as soon as practicable and in any event within 30 days of the Effective Date.

Annex 1 – Contract Conformance Tracking

The following table is correct as at 31/05/2023 and does not reflect any subsequent changes:



End of schedule

OFFICIAL

ANNEX 9

SCHEDULE 7.2 (PAYMENTS ON TERMINATION)



Ministry of
JUSTICE

Application Maintenance & Support (AMS) Services

Schedule 7.2: Payments on Termination

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	5 August 2020		First draft. Conformed AMS1 version used as base. Removal of "Lot 1".
0.2	17 August 2020		Second draft.
0.3	2 October 2020		Third draft.
0.4	6 October 2020		Fourth draft. Amending cross references and tidying.
0.5	7 October 2020		Amending cross references and tidying.
1.0	7 October 2020		Final version
1.1	4 August 2023		Updated draft for extension
1.2	4 August 2023		Update to paragraph 3.8.3
2.0	6 August 2023		Final version for extension.

TABLE OF CONTENTS

1.	PURPOSE OF SCHEDULE	4
2.	CHARGES TO SUPPORT EXIT MANAGEMENT	4
3.	TERMINATION PAYMENTS	4
4.	CHARGES FOR ASSETS AT EXPIRY OR TERMINATION	8
5.	FULL AND FINAL SETTLEMENT	8
6.	MITIGATION OF BREAKAGE COSTS	9
7.	INVOICING FOR THE PAYMENTS ON TERMINATION	9
8.	SET OFF	9
9.	NO DOUBLE RECOVERY	9
10.	NON CO-TERMINUS THIRD PARTY SOFTWARE AGREEMENTS ON EXPIRY	10

1. PURPOSE OF SCHEDULE

1.1 This schedule 7.2 (Payments on Termination) sets out the calculation of the Termination Payment that may be paid by the Authority to the AMS Supplier pursuant to clause 60.

1.2 If this Agreement is terminated for any reason other than pursuant to clause 57.4 (Termination for Convenience by the Authority) or clause 57.6 (Termination by the AMS Supplier) or clause 57.3 (Partial Termination) (other than the Partial Termination circumstances referred to later in this paragraph 1.2) such as, without limitation, any termination by the Authority pursuant to clauses 57.1 (Termination for Cause by the Authority), 57.5 (Termination for Change of Control), 57.3 (Partial Termination) which arises as a result of a AMS Supplier Default or by the Authority pursuant to clause 57.7 (Termination for Continuing Force Majeure Event), no Termination Payment shall be due to the AMS Supplier and the following paragraphs of this schedule 7.2 (Payments on Termination) shall not be applicable:

1.2.1 paragraph 3 (Termination Payments);

1.2.2 paragraph 5 (Full and Final Settlement);

1.2.3 paragraph 6 (Mitigation of Breakage Costs);

1.2.4 paragraph 7 (Invoicing for the Payments on Termination);

1.2.5 paragraph 8 (Set Off); and

1.2.6 paragraph 9 (No Double Recovery).

2. CHARGES TO SUPPORT EXIT MANAGEMENT

2.1 The AMS Supplier shall perform the Termination Services in accordance with any Termination Assistance Notice issued by the Authority pursuant to schedule 8.5 (Exit Management). The AMS Supplier shall charge for the Termination Services in accordance with schedule 8.5 (Exit Management).

3. TERMINATION PAYMENTS

3.1 In the event that either:

3.1.1 the Authority terminates this Agreement, in whole or part, pursuant to clause 57.3 or 57.4; or

3.1.2 the AMS Supplier terminates this Agreement pursuant to clause 57.6,

then, subject to paragraph 3.2 below, the Authority shall pay to the AMS Supplier the Termination Payment, as calculated in accordance with the provisions set out in this paragraph 3. No other termination or compensation payments (including Compensation Payments) shall be payable in relation to termination or expiry of this Agreement. The parties acknowledge that this Agreement is intended to facilitate a phased exit of the AMS Services over the Term of the Agreement as more particularly described in schedule 8.5 (Exit Management) and therefore the parties agree that no Compensation Payment shall be payable by the Authority to the AMS Supplier under this Agreement whether this Agreement is terminated in whole or in part pursuant to clause 57.3 or 57.4, the AMS Supplier terminates this Agreement pursuant to clause 57.6, or the AMS Services are otherwise ceased as may be agreed between the parties.

3.2 Except as expressly stated in paragraph 3.9 in relation to the [REDACTED] and [REDACTED] Business Applications only, if the Authority exercises its right to terminate part of this Agreement pursuant to clause 57.3 (Partial Termination) and provides at least one (1) month's written notice of such Partial Termination to the AMS Supplier, the Authority shall pay to the AMS Supplier the Termination Payment, as calculated in accordance with the provisions set out in this paragraph 3, save that the Authority shall not make payment of the AMS Supplier's own redundancy costs or any of the AMS Supplier's Key Sub-contractor(s) own redundancy costs, and such redundancy costs shall be the sole responsibility of the AMS Supplier, unless TUPE applies in which case the provisions in schedule 9.1 (Staff Transfers) shall apply. No other termination or compensation payments (including Compensation Payments) shall be payable in relation to termination of part of this Agreement pursuant to clause 57.3 where the Authority provides at least one (1) months' written notice of such Partial Termination to the AMS Supplier.

3.3 Not used

3.4 Not used

Termination Payment

3.5 Subject to the limit set out in clause 54.4.2 (Limitations on Liability), Breakage Costs may be payable by the Authority for losses reasonably and properly incurred by the AMS Supplier as a direct consequence of either termination of this Agreement by the Authority pursuant to clause 57.4 on less than twelve (12) months' notice or termination by the AMS Supplier pursuant to clause 57.6, in respect of costs incurred by the AMS Supplier under any Sub-contracts in respect of AMS Services or goods provided under this Agreement which cannot be cancelled without losses being incurred where the following conditions apply:

- 3.5.1 the AMS Supplier and any relevant Sub-contractor have each used reasonable endeavours to mitigate the losses;
 - 3.5.2 full disclosure of information to support the loss is provided; and
 - 3.5.3 no element of overhead recovery or profit is added to the loss.
- 3.6 Regardless of the notice period given for a termination for convenience, or whether this Agreement is terminated by the AMS Supplier pursuant to clause 57.6, the AMS Supplier may submit a termination charge specifically where any unrecoverable expenditure has been incurred in relation to on-going projects (including the deployment of project assets) that will not now Achieve any Milestone under this Agreement due directly to the termination.
- 3.7 The Termination Payment shall include payment in relation to the Assets to the extent and calculated in accordance with paragraph 4, although this sum shall be subject always to paragraphs 6 to 9.
- 3.8 In the event that the Authority elects in its sole discretion to decommission or remove from the scope of the AMS Services any Business Application, and subject always to paragraphs 5 to 9, the following provisions shall apply to the calculation of any Termination Payment:
 - 3.8.1 in accordance with paragraph 5.11 of schedule 7.1 (Charging & Invoicing), the Application Service Charge for the applicable Business Application shall cease from the date of decommissioning and there shall be no additional costs or Charges payable by the Authority in respect of such Business Application, or other Business Applications as a result of such decommissioning, notwithstanding the reference to “increase to the Charges” in clause 57.3.2.2;
 - 3.8.2 any Termination Payment shall be calculated in accordance with paragraphs 3.5 to 3.8;
 - 3.8.3 in the absence of any termination of this Agreement, in the final 12 months of the Term the value of any Termination Payment shall be reduced proportionately to reflect the period of time remaining until expiry. In no event shall the Authority pay any Termination Payment which relate to any period of time after expiry, except in relation to payments that relate to Non Co-Terminus Software Agreements that otherwise would have been dealt with in accordance with paragraph 10 of this schedule 7.2 if the Agreement had expired at the end of the Term; and
 - 3.8.4 the Authority shall be entitled to remove the ETHOS Business Application from the scope of the AMS Services by giving a minimum of two months’ notice from

completion of the national roll-out of the replacement application for ETHOS, and in which case no Termination Payment shall be payable.

3.9 If the Authority terminates this Agreement for convenience in whole or in part pursuant to clause 57.4 (Termination for Convenience by the Authority) or clause 57.3 (Partial Termination), the applicable provisions relating to such termination shall apply save that where the termination for convenience applies to the [REDACTED] and [REDACTED] Business Applications and such termination impacts on the AMS Supplier's Sub-contract with its Key Sub-contractor [REDACTED] such provisions shall be varied as follows:

3.9.1 the Authority shall give a minimum of three (3) months' notice for full or partial termination for convenience of the [REDACTED] and [REDACTED] Business Applications;

3.9.2 regardless of the notice period given by the Authority for a termination for convenience of the [REDACTED] and [REDACTED] Business Applications, Breakage Costs may be payable by the Authority for losses reasonably and properly incurred by the AMS Supplier as a direct consequence of such termination for convenience, in respect of costs incurred by the AMS Supplier under the Key Sub-contract with [REDACTED] where the Key Sub-contract with [REDACTED] cannot be cancelled prior to its expiry without losses being incurred. Any such Breakage Costs are subject to the applicable limitations on liability set out in this Agreement and all the applicable terms relating to mitigation of loss, disclosure of information and exclusion of overheads and profit set out in paragraphs 3.5.1 to 3.5.3 of this schedule 7.2 (Payments on Termination). See Appendix 1 for indicative worst case Breakage Costs based on the entire [REDACTED] Sub-contract being terminated early; and

3.9.3 the AMS Supplier confirms that under its Key Sub-contract with [REDACTED] the AMS Supplier is only liable to pay breakage costs for losses properly and reasonably incurred by [REDACTED] as a direct consequence of termination for convenience by the AMS Supplier and conditional on: reasonable endeavours to mitigate the losses; provision of full disclosure of information to support the loss; and no element of overhead recovery or profit being added to the loss.

3.10 If the AMS Services relating to a Business Application are terminated for convenience by the Authority, the applicable provisions in clause 57.3 (Partial Termination) and this schedule 7.2 (Payments on Termination) shall apply.

4. CHARGES FOR ASSETS AT EXPIRY OR TERMINATION

- 4.1 This paragraph 4 shall apply where the Authority has notified the AMS Supplier which Assets the Authority requires to be transferred to the Authority and/or its Replacement AMS Supplier(s) in accordance with schedule 8.5 (Exit Management).
- 4.2 The Termination Payment in relation to the Exclusive Assets shall consist of the capital costs incurred by the AMS Supplier in relation to such Exclusive Assets as forecast in the AMS Supplier's Financial Model (or, if lower, the actual capital costs incurred) to the extent that such costs would, in accordance with the AMS Supplier's Financial Model and schedule 7.5 (Financial Model), be recovered through the Charges up to the end of the Term reduced by the greater of:
- 4.2.1 the amount of such costs which have actually been recovered through the Charges prior to the date of termination specified in the Termination Notice; and
 - 4.2.2 the amount of such costs which ought, in accordance with the rules in the AMS Supplier's Financial Model and schedule 7.5 (Financial Model), to be recovered through the Charges prior to the date of termination specified in the Termination Notice.
- 4.3 Without limitation to paragraph 7.4 of schedule 8.5 (Exit Management), the Authority shall not be liable for any Termination Payments for Non-Exclusive Assets.
- 4.4 For the avoidance of doubt, the Termination Payment as it relate to Assets shall not include overheads or profit components.
- 4.5 Notwithstanding anything to the contrary in this paragraph 4, the Termination Payment as it relates to Assets that were Transferring In Assets shall be [REDACTED]

5. FULL AND FINAL SETTLEMENT

Any Termination Payment paid in accordance with this schedule 7.2 (Payments on Termination) shall be in full and final settlement of any claim, demand and/or proceedings of the AMS Supplier in relation to any termination by the Authority pursuant to clause 57.4 or termination by the AMS Supplier pursuant to clause 57.6, and the AMS Supplier shall be excluded from all other rights and remedies it would otherwise have been in respect of any such termination.

6. MITIGATION OF BREAKAGE COSTS

6.1 The AMS Supplier agrees to take all reasonable steps to minimise and mitigate Breakage Costs by:

6.1.1 the appropriation of Assets, employees and resources for other purposes. If such Assets, employees and resources can be used for other purposes then there shall be an equitable reduction in the Breakage Costs payable by the Authority or a third party to the AMS Supplier; and

6.1.2 in relation to contracts entered into with third parties, termination by the AMS Supplier of those contracts at the earliest possible date without breach or where contractually permitted, and, where required by the Authority, assigning such contracts to the Authority or a third party acting on behalf of the Authority.

7. INVOICING FOR THE PAYMENTS ON TERMINATION

All sums due under this schedule 7.2 (Payments on Termination) shall be payable by the Authority to the AMS Supplier in accordance with the terms set out in schedule 7.1 (Charging and Invoicing).

8. SET OFF

For the avoidance of doubt, the Authority shall be entitled to set off any outstanding liabilities of the AMS Supplier against any amount it pays in Termination Payments pursuant to this schedule 7.2 (Payments on Termination) and in accordance with its rights set out in this Agreement.

9. NO DOUBLE RECOVERY

9.1 If any payment pursuant to this schedule 7.2 (Payments on Termination) relates to or arises in relation from (in whole or in part) any Transferring Out Asset then to the extent that the Authority makes any payments pursuant to schedule 8.5 (Exit Management) in respect of such Transferring Out Assets then such amounts shall be deducted from the amount of compensation payable pursuant to this schedule 7.2 (Payments on Termination).

9.2 The value of the Termination Payment shall be reduced or extinguished to the extent that the AMS Supplier has already received the Charges or the financial benefit of any other remedy given under this Agreement so that there is no double counting in calculating the relevant payment.

9.3 Any payments that are due in respect of the Transferring Out Assets shall be calculated in accordance with the provisions of the Exit Plan.

10. **NON CO-TERMINUS THIRD PARTY SOFTWARE AGREEMENTS ON EXPIRY**

10.1 The Authority acknowledges that during the Term, the AMS Supplier has entered into software agreements with third parties which:

10.1.1 have 12 month licence terms which mean that the software agreements shall not be co-terminus with the expiry of this Agreement;

10.1.2 the AMS Supplier charges the Authority for the provision of such software on a monthly basis; and

10.1.3 the AMS Supplier will not have fully recovered its total costs for the software licence on expiry of the Agreement,

the “Non Co-Terminus Software Agreements”.

10.2 A list of all Non Co-Terminus Software Agreements are listed in schedule 5.1 (Software) and the provisions of this paragraph 10 shall only apply to such software agreements identified as being a Non Co-Terminus Software Agreement. If either party wishes to update the list in schedule 5.1 (Software) then such update must be carried out in accordance with the Change Control Procedure.

10.3 Subject to the limit set out in clause 54.4.2 (Limitations on Liability), costs for Non-Co-Terminus Software Agreements may be payable by the Authority for losses reasonably and properly incurred by the AMS Supplier as a direct consequence of the expiry (not the earlier termination) of this Agreement, in respect of costs incurred by the AMS Supplier under any agreements in respect of Non Co-Terminus Software which cannot be cancelled without losses being incurred where the following conditions apply:

10.3.1 the AMS Supplier and any relevant Sub-contractor have each used reasonable endeavours to mitigate the losses;

10.3.2 full disclosure of information to support the loss is provided; and

10.3.3 no element of overhead recovery or profit is added to the loss.

10.4 The AMS Supplier agrees to take all reasonable steps to minimise and mitigate costs related to Non Co-Terminus Software Agreements by:

- 10.4.1 terminating Non Co-Terminus Software Agreements at the earliest possible date without breach or where contractually permitted, and, where required by the Authority, assigning such Non Co-Terminus Software Agreements to the Authority or a third party acting on behalf of the Authority; and
- 10.4.2 if Non Co-Terminus Software Agreements are to be renewed during the Term, the AMS Supplier shall seek to agree terms with the third party which allow costs to be mitigated to the fullest extent possible.

Appendix 1

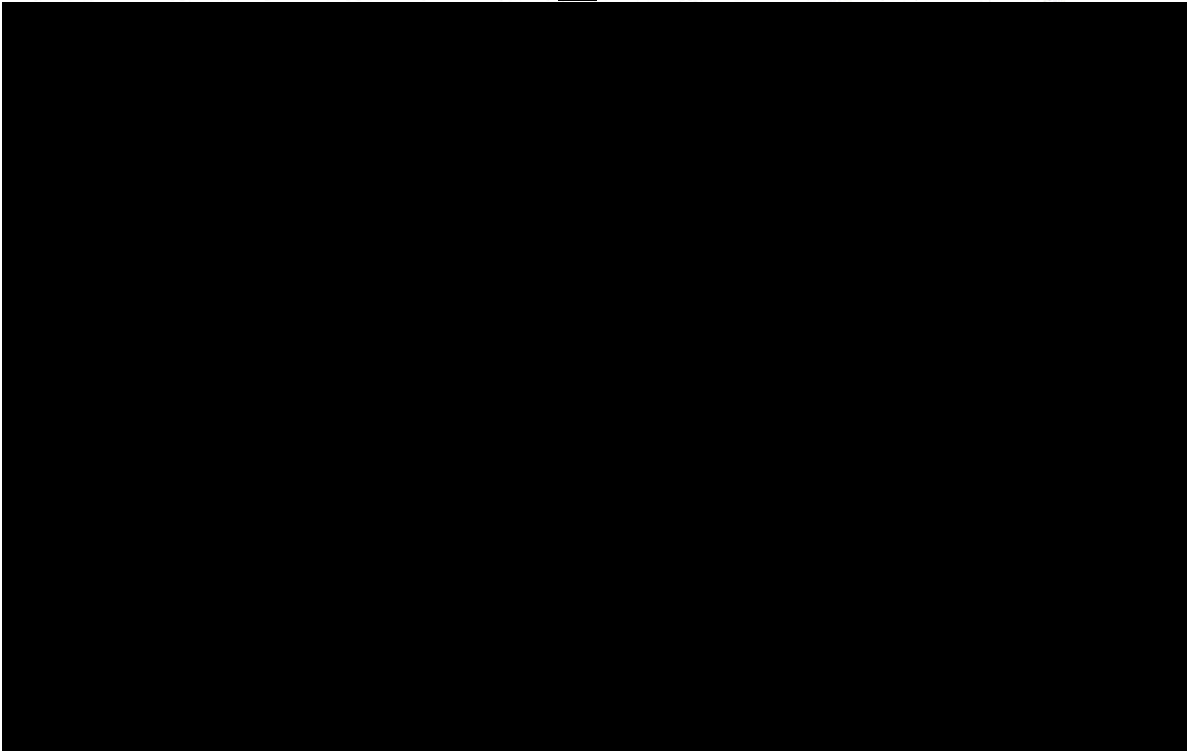
Details of indicative worst case Breakage Costs based on the entire [REDACTED] Sub-contract being terminated early:

These indicative Breakage Costs were provided to the AMS Supplier by [REDACTED] and are based on [REDACTED] current team and commitments in relation to provision of services under the [REDACTED] Sub-contract and as such may be liable to change.

Indicative Redundancy costs

The indicative worst case Breakage Cost relating to redundancy is [REDACTED] excluding VAT

This indicative figure is based on the following [REDACTED] current roles and may be subject to change:



Other Breakage Costs

The indicative worst case total for all other Breakage Costs is [REDACTED] excluding VAT.

End of schedule

OFFICIAL

ANNEX 10

SCHEDULE 7.5 (FINANCIAL MODEL)



Ministry of
JUSTICE

Application Maintenance and Support (AMS) Services

Schedule 7.5: Financial Model

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	27 July 2020		First draft. Based on the conformed AMS1 version. Removal of "Lot 1".
0.2	12 August 2020		Adding in tables at appendices. Removing reference to a CD.
1.0	19 November 2020		Final version
1.1	07 August 2023		Revised draft, updated for extension FRT and day rates
1.2	09/08/2023		All outstanding changes accepted and move to FINAL
2.0	10 August 2023		Final version for contract extension

TABLE OF CONTENTS	
1. INTRODUCTION	4
2. CONTENT AND CONSTRUCTION OF THE FINANCIAL MODEL	4
3. VISIBILITY THROUGH THE FINANCIAL MODEL	6
4. CUSTODY OF THE FINANCIAL MODEL	8
5. UPDATES TO THE FINANCIAL MODEL	8
6. DISPUTE	9
7. PAYMENTS SCHEDULE	9
8. LODGE CARD	11
APPENDIX A	13
APPENDIX B.....	16

1. INTRODUCTION

- 1.1 This schedule 7.5 (Financial Model) details the requirements for the Financial Model that is to be supplied by the AMS Supplier to enable the Authority to identify how the AMS Supplier calculates the Charges. The Charges shall be calculated in accordance with the provisions stated in schedule 7.1 (Charging and Invoicing).
- 1.2 The AMS Supplier and the Authority will both retain copies of the Financial Model in hard and soft copy and the AMS Supplier shall provide the Authority with updates to the Financial Model in accordance with the provisions of this schedule 7.5 (Financial Model).
- 1.3 The Financial Model shall be used together with the rates set out in schedule 7.1 (Charging and Invoicing) as a basis for considering any changes to the Charges under schedule 8.2 (Change Control Procedure) and for such other purposes as are specifically indicated in this Agreement.
- 1.4 For the avoidance of doubt any dates set out in the Financial Model which relate to Transition and/or the commencement of any of the AMS Services are indicative only and to the extent that such dates conflict with dates in the Transition Plans and the FITS Programme Plan, the dates in the Transition Plans and the FITS Programme Plan shall prevail and take precedence.

2. CONTENT AND CONSTRUCTION OF THE FINANCIAL MODEL

- 2.1 The Financial Model shall:
 - 2.1.1 provide sufficient detail for the Authority to have visibility of all the costs to be incurred by the AMS Supplier and of the Charges to be paid in respect of the provision of the AMS Services;
 - 2.1.2 be constructed:
 - 2.1.2.1 in relation to Milestone Payments;
 - 2.1.2.2 in relation to Service Charges on an monthly basis; and
 - 2.1.3 quote all monetary values in pounds Sterling;
 - 2.1.4 quote all costs as exclusive of any VAT;

-
- 2.1.5 provide visibility of the input costs for providing the AMS Services throughout the Term, excluding mark-up, which shall include without limitation at least the following:
- 2.1.5.1 labour broken down by each job title (e.g. Service Delivery Manager), with the number of days and daily rate shown for each job grade. Labour shall also be broken down and sub-totalled by the major phases of the project;
 - 2.1.5.2 hardware and software costs;
 - 2.1.5.3 depreciation policy applicable to Assets (including software and hardware);
 - 2.1.5.4 licence costs;
 - 2.1.5.5 sub-contractor costs;
 - 2.1.5.6 accommodation costs (if applicable);
 - 2.1.5.7 overheads / mark-ups separately identified and their calculation explained;
 - 2.1.5.8 pricing of risk fully explained and the quantification supported by a risk matrix;
 - 2.1.5.9 financing costs (if applicable) showing the interest rate and calculation and the need to apply financing explained; and
 - 2.1.5.10 other miscellaneous costs;
- 2.1.6 provide an appropriately skilled and experienced individual with a full analysis of the AMS Supplier's capital and operating costs and the assumptions used to develop and modify the Charges;
- 2.1.7 describe any assumptions relating to input costs;
- 2.1.8 be constructed in a format and using a software tool as specified by the Authority;

-
- 2.1.9 not be amended by the AMS Supplier in any way which results in any part(s) of the Financial Model becoming hidden, protected, locked or made otherwise inaccessible or obscured to review or alteration;
- 2.1.10 be laid out in a clear and logical manner. The overall flow of information in the Financial Model shall flow from inputs, to calculations, to outputs, with the final output being in tables. Any formulae in the Financial Model shall not contain a mixture of inputs and calculations. Any column labelling in the Financial Model shall be consistent between worksheets;
- 2.1.11 include sufficient data to create a cash flow statement that shows the timing and relationship between the planned costs and the revenue which the AMS Supplier expects to receive;
- 2.1.12 clearly show the calculation of any financing charges associated with outstanding balances (between costs incurred and revenue received); and
- 2.1.13 provide visibility of profit (and the calculation of profit) both as a value and as a percentage.
- 2.2 The AMS Supplier shall use reasonable endeavours, if so requested by the Authority, to provide (or procure the provision of) the above level of information in relation to the costs and expenses to be incurred by any of its Key Sub-contractors.
- 2.3 The AMS Supplier shall include in the Financial Model information on its costs incurred in relation to its compliance with the Master Services Agreement.
3. **VISIBILITY THROUGH THE FINANCIAL MODEL**
- 3.1 Upon request of the Authority the AMS Supplier shall promptly provide to the Authority details of the elements used to make up any Charges.
- 3.2 The AMS Supplier shall provide to the Authority the following information in relation to the Charges:
- 3.2.1 the AMS Supplier's total fixed price for the AMS Services and/or Deliverables;
- 3.2.2 the margin included in that total fixed price;
- 3.2.3 a list of the agreed prices against each manpower grade in the Financial Model;

-
- 3.2.4 a list of the costs underpinning those prices for each manpower grade in the Financial Model, being the price less the margin;
 - 3.2.5 a summary of the costs broken down against each AMS Service and/or Deliverable;
 - 3.2.6 details of any other manpower costs, not already included in these rates, for all activities to be undertaken;
 - 3.2.7 explanation of any underlying assumptions regarding:
 - 3.2.7.1 overtime rates;
 - 3.2.7.2 standard hours;
 - 3.2.7.3 accommodation charges; and
 - 3.2.7.4 discounts applied;
 - 3.2.8 a resource estimating model to support the Charges/Changes if applicable;
 - 3.2.9 a breakdown of manpower resources by the number and type of AMS Supplier's staff required for each AMS Service and/or Deliverable and free of any contingency. The AMS Supplier, if requested by the Authority, will use reasonable endeavours to provide the same (or similar) information from its Key Sub-contractors;
 - 3.2.10 the total price of Deliverables broken down by volume, unit cost and margin;
 - 3.2.11 an explanation of the type and value of risk associated with the provision of AMS Services, including the amount of money attributable to each risk;
 - 3.2.12 an explanation and supporting details of any financing costs applicable to this Agreement;
 - 3.2.13 a statement of the AMS Supplier's anticipated cashflow for the Term;
 - 3.2.14 the actual Charges profile for each Service Reporting Period; and
 - 3.2.15 any additional information as the Authority reasonably requires.

4. CUSTODY OF THE FINANCIAL MODEL

- 4.1 Immediately after execution of this Agreement and following agreement by both parties of the changes to the Financial Model under paragraph 5, the AMS Supplier shall deliver two (2) soft copies and two (2) hard copies of the Financial Model to the Authority.

5. UPDATES TO THE FINANCIAL MODEL

- 5.1 Unless otherwise agreed in writing between the parties, any updates to the Financial Model shall reflect, be consistent with and be made only in accordance with the provisions of this Agreement, and shall in all cases be subject to the prior written approval of the Authority.
- 5.2 All changes to the Financial Model should be auditable and implemented and documented under formal version control.
- 5.3 The AMS Supplier shall, inter-alia, revise the Financial Model in order to reflect any inputs, modifications or other amendments to the Financial Model which are effected pursuant to this Agreement, including but not limited to any amendments made to the Financial Model which arise from:
- 5.3.1 the implementation of a Change which affects the Charges; or
 - 5.3.2 any changes to the AMS Supplier's accounting practices.
- 5.4 Each Financial Model shall be constructed using the same methodology as that used for the then current Financial Model, and shall be consistent with and made in accordance with the provisions of this Agreement.
- 5.5 The AMS Supplier shall adhere to and apply the following principles when preparing an Updated Financial Model:
- 5.5.1 any amendment which is made in order to evaluate the impact of any inputs, modification or other adjustment shall relate only to such inputs, modification or other adjustment; and
 - 5.5.2 no amendment shall affect, in any way whatsoever, the performance of the AMS Services, save as agreed in accordance with the Change Control Procedure.
- 5.6 On the occurrence of any event which requires the Financial Model to be updated, the AMS Supplier shall effect the change on the latest version of the Financial Model and deliver the

Updated Financial Model to the Authority for approval. The AMS Supplier shall ensure that each version of the Financial Model delivered to the Authority shall be certified by a suitably empowered nominated financial representative of the AMS Supplier as being accurate and not misleading and in conformity with all generally accepted accounting principles within the United Kingdom.

- 5.7 Unless the Authority wishes to dispute the Financial Model in accordance with paragraph 6, the Authority shall approve the Updated Financial Model within thirty (30) days of receipt of the same (or such other period as the Authority advises the AMS Supplier in writing).
- 5.8 If the Authority approves the Updated Financial Model submitted by the AMS Supplier, it shall advise the AMS Supplier of its decision in writing and the updated and approved Financial Model shall become, with effect from the date of such approval, the Updated Financial Model in place for the purposes of this Agreement.

6. **DISPUTE**

- 6.1 If the Authority disputes any Financial Model, it may request such further information from the AMS Supplier as it reasonably requires prior to delivering a decision on whether it accepts or rejects the relevant Financial Model.
- 6.2 In the event that the Authority and the AMS Supplier are unable to reach agreement on any Financial Model, the matter shall be referred for determination in accordance with the Dispute Resolution Procedure.

7. **PAYMENTS SCHEDULE**

- 7.1 Except for Charges for which paragraph 8 of this schedule applies, the AMS Supplier shall provide and maintain a Payments Schedule in the format set out in Appendix B to this schedule 7.5 (Financial Model), detailing all anticipated Charges.
- 7.2 The AMS Supplier shall ensure that the Payments Schedule is consistent with the Financial Model and is kept up to date on at least a monthly basis.
- 7.3 The AMS Supplier shall submit a draft Payment Schedule to the Authority no less than seven (7) Working Days before the end of each month.
- 7.4 The draft Payment Schedule shall at all times be accompanied by sufficient information to enable the Authority to reasonably assess whether the Charges detailed thereon are properly payable. Any such assessment by the Authority shall not be conclusive. The AMS Supplier

undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate an invoice.

- 7.5 The Payment Schedule shall be based on AMS Services consumption information which has been verified in accordance with schedule 2.1 (Service Requirements).
- 7.6 For the avoidance of doubt, the Charges appearing in the Payment Schedule are Charges which are scheduled for payment in the month to which the Payment Schedule relates, not the month in which the AMS Services to which the Charges relate are performed. For example, if a Milestone Achievement Certificate has not been issued by the Authority by the time the draft Payment Schedule is submitted, then such amounts should not be included under the current month's charges in the Payment Schedule. They should instead be deferred until the Milestone Achievement Certificate has been issued, but should still be included in the Financial Model (under a future month), so that the Authority retains visibility of when such payments are scheduled to be paid.
- 7.7 After submitting the draft Payment Schedule in accordance with paragraphs 7.3 and 7.4, the AMS Supplier will then attend a Payment Schedule review meeting with the Authority no less than four (4) Working Days before the end of that month, where the Payment Schedule will be reviewed, discussed, agreed or disputed by the Authority. The Payment Schedule review meeting shall be governed by the provisions of schedule 8.1 (Governance) as an Operational Management board between the Authority and the AMS Supplier only. Any disputed items which require clarification or where additional information is being sought or cannot be cleared by the time the final Payment Schedule is submitted are to be deferred to the next payment month, for consideration in the next Payment Schedule review meeting. This allows for the un-disputed items to be paid.
- 7.8 Following the Payment Schedule review meeting the AMS Supplier is to submit a final version of the Payment Schedule and key actions log of the Payment Schedule Meeting, no less than three (3) Working Days before the end of that month. The Authority will use the final Payment Schedule to sanction the release of funds. The AMS Supplier will be informed when this occurs to enable them to invoice as described in schedule 7.1 (Charging and Invoicing).
- 7.9 Invoices should only be submitted to the Authority once the Authority has agreed the final Payment Schedule. The invoiced amounts should exactly match the values and purchase order numbers contained in the Payment Schedule to facilitate their prompt payment. Delays in the timely submission of the Payment Schedule or invoicing errors will result in delayed payments

by the Authority, and in the event of invoicing errors will require correct invoices to be reissued by the AMS Supplier before payment shall be made.

8. **LODGE CARD**

8.1 Where agreed with the Authority, the AMS Supplier shall be paid for Service Catalogue items through a lodge card process as described in this paragraph 8.

8.2 The Authority shall hold a lodge card on the AMS Supplier's behalf, against which items confirmed as delivered which are purchased through the Service Catalogue will be charged in accordance with this paragraph 8, (the "**Lodge Card**").

8.3 In order to receive payment through the Lodge Card, the AMS Supplier shall be required to comply with the Authority's minimum requirements (as such may be amended or replaced from time to time).

8.4 The AMS Supplier shall submit to the SIAM Supplier a detailed file containing the details of all the amounts which the AMS Supplier considers as due and chargeable to the Lodge Card. The AMS Supplier will ensure that such file includes, as a minimum, the following information;

8.4.1 date of transaction;

8.4.2 transaction type;

8.4.3 operating unit code;

8.4.4 business entity code;

8.4.5 full name of purchaser;

8.4.6 item product code;

8.4.7 item description;

8.4.8 net amount;

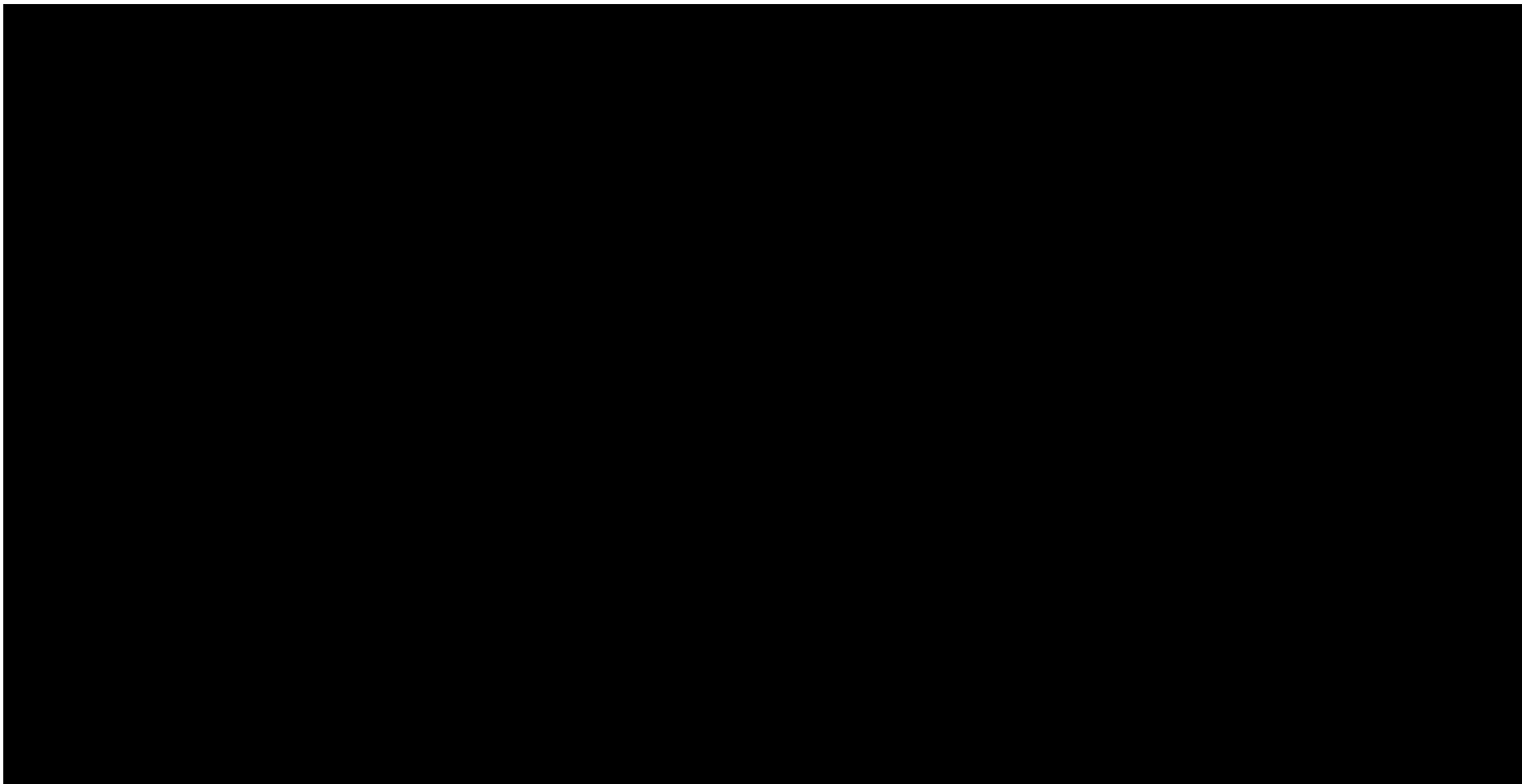
8.4.9 VAT;

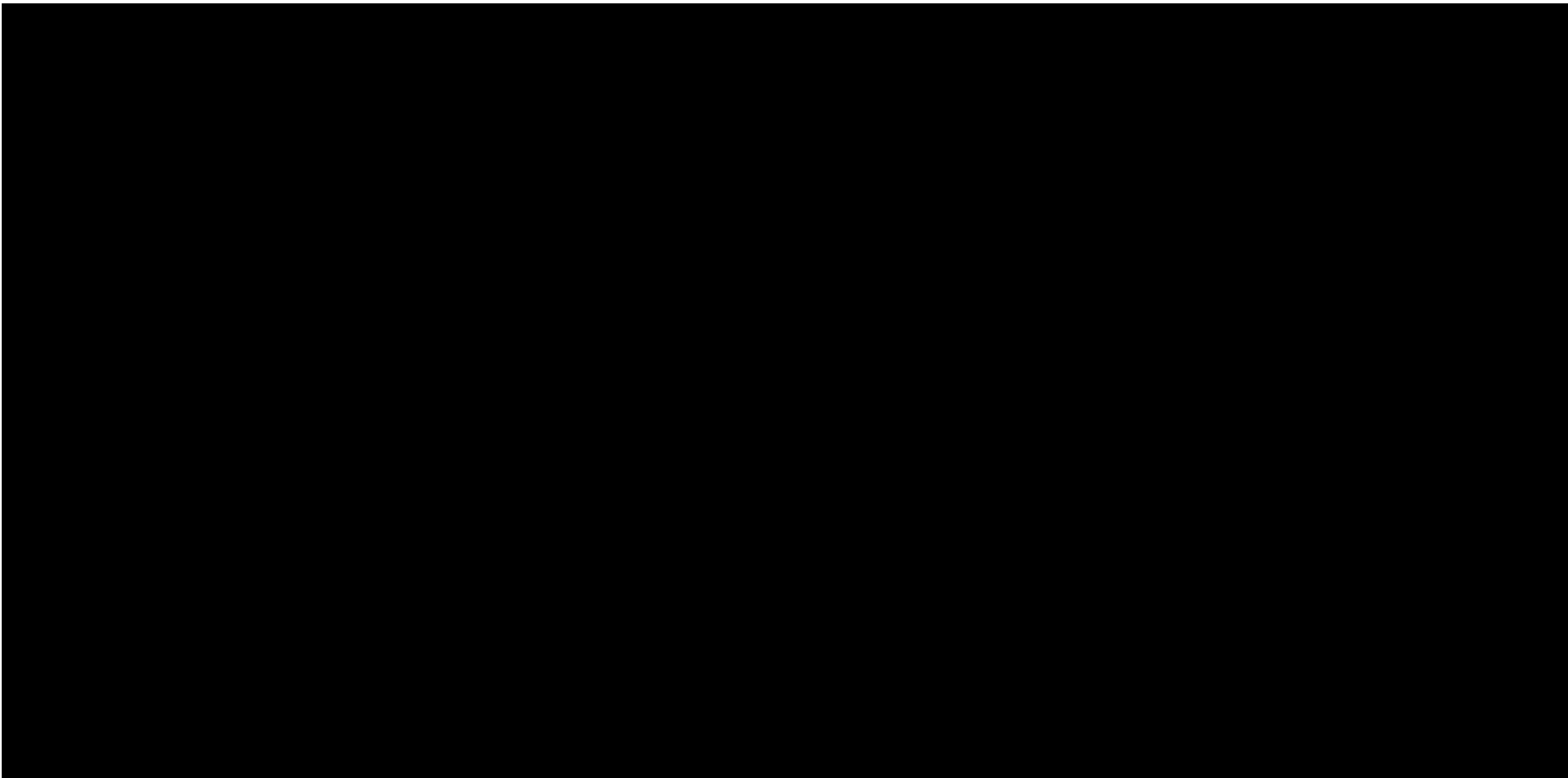
8.4.10 gross amount; and

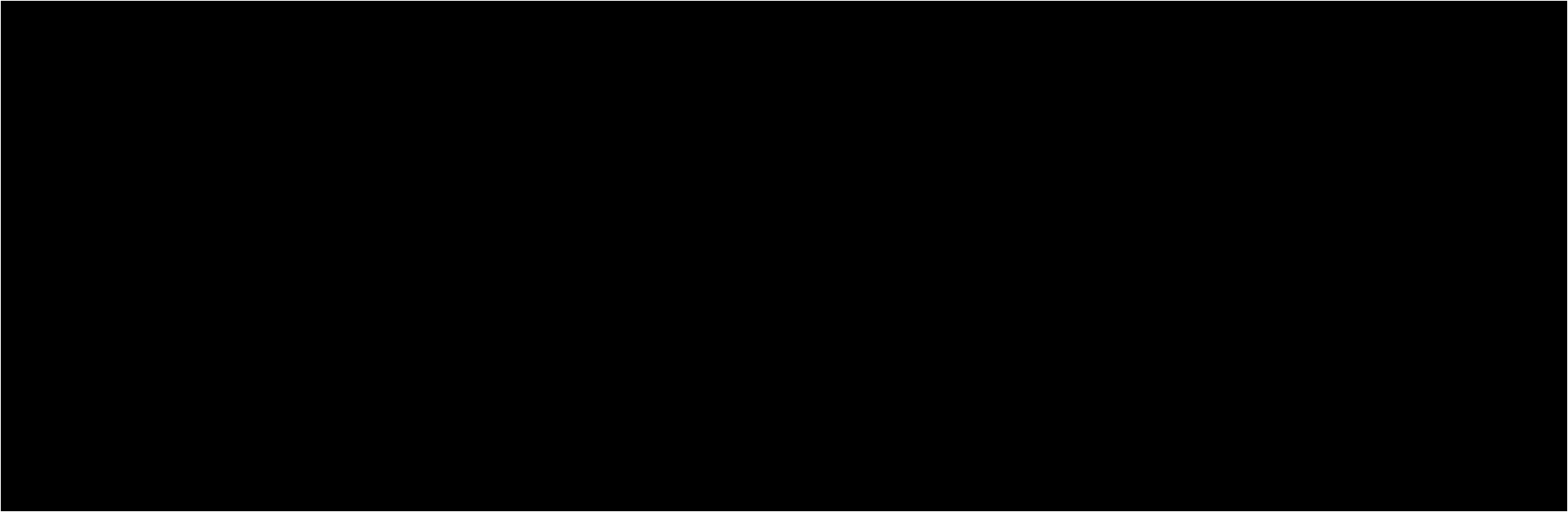
8.4.11 delivery location of item ordered.

-
- 8.5 The AMS Supplier may only charge the Lodge Card with single amounts for Charges verified by and agreed with the SIAM Supplier. Such Charges will be settled by the Authority's Lodge Card supplier (as appointed by the Authority from time to time). If the AMS Supplier charges an amount to the Lodge Card which has not been approved by the SIAM Supplier or which is disputed by the Authority, then the AMS Supplier shall immediately credit such amount to the Lodge Card pending approval by the SIAM Supplier or resolution of the dispute (as applicable).

**APPENDIX A
FINANCIAL MODEL**

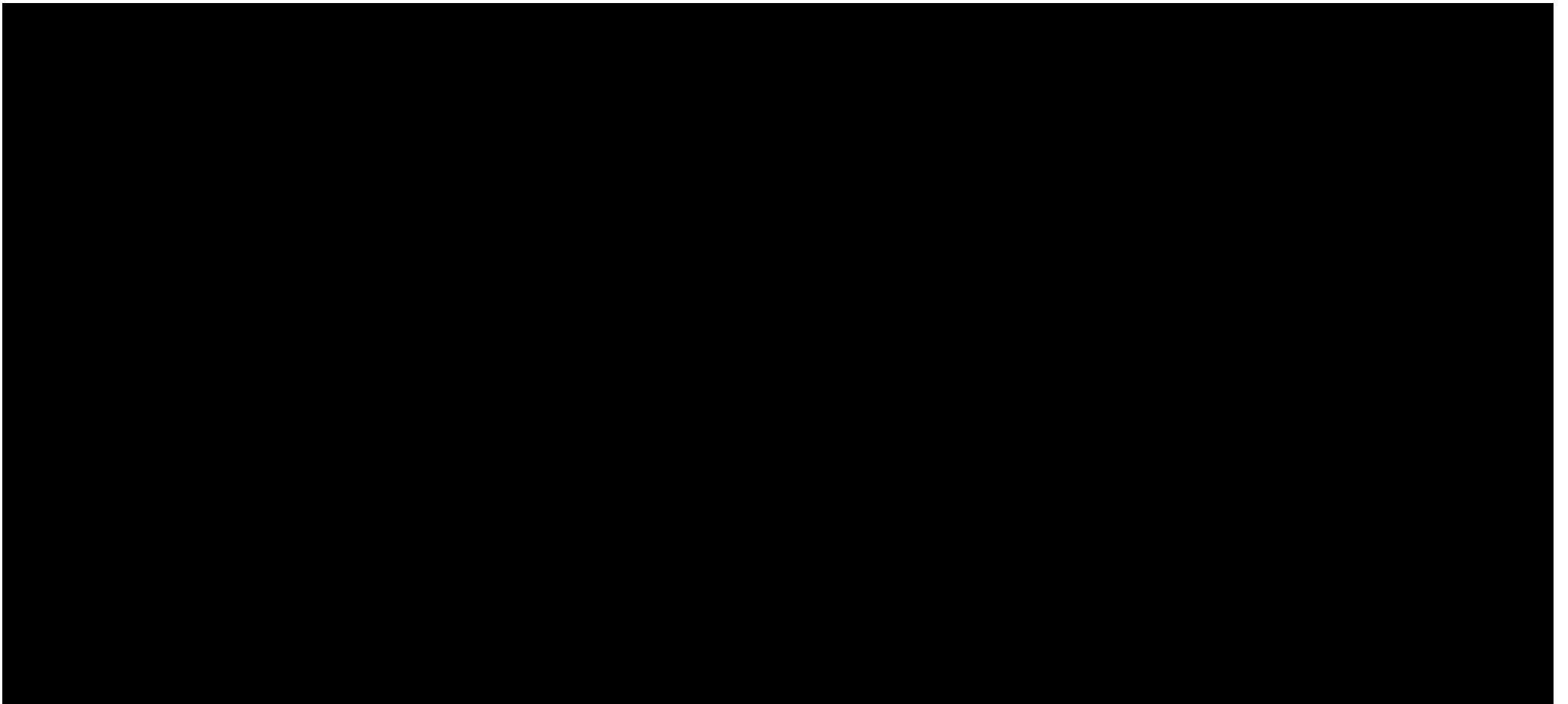


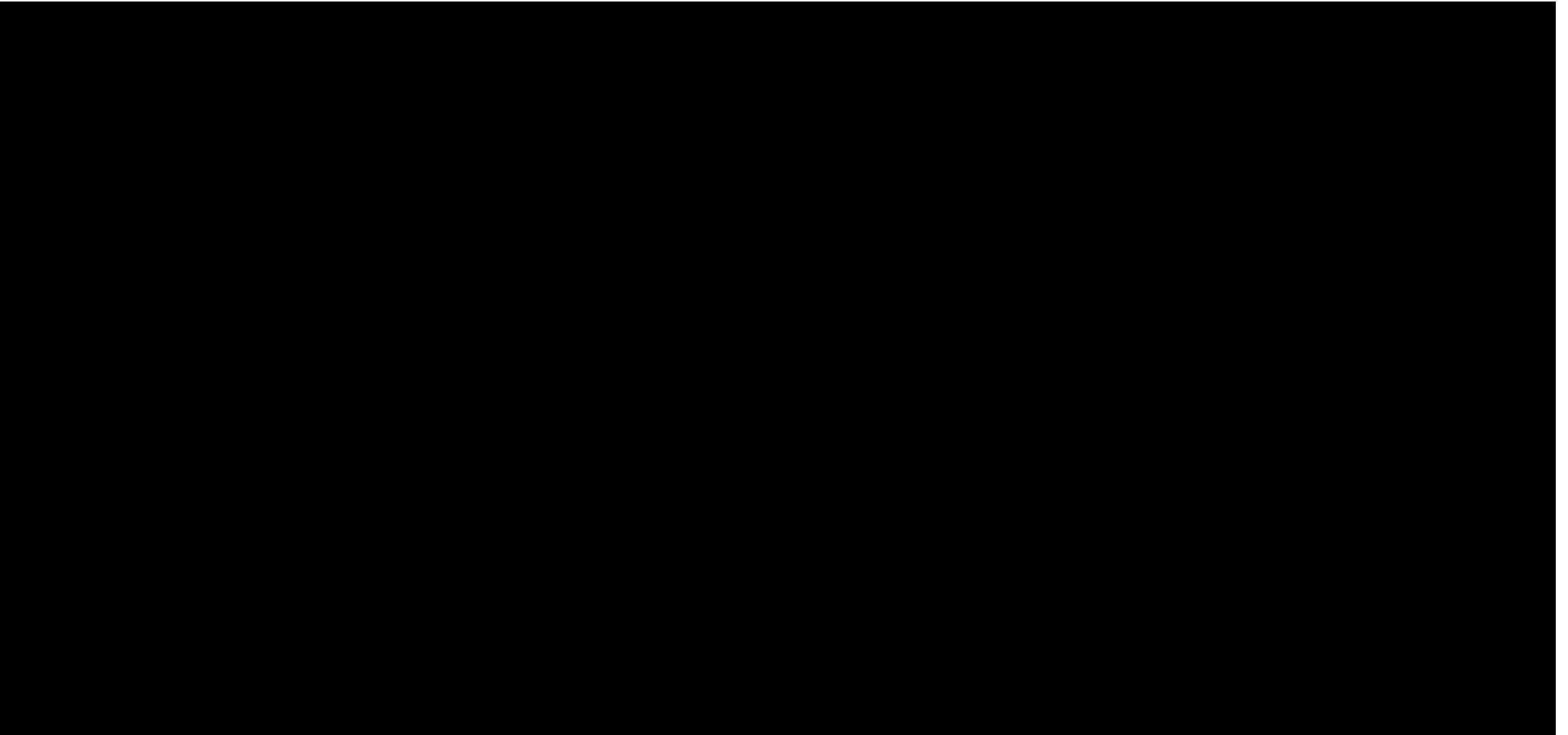


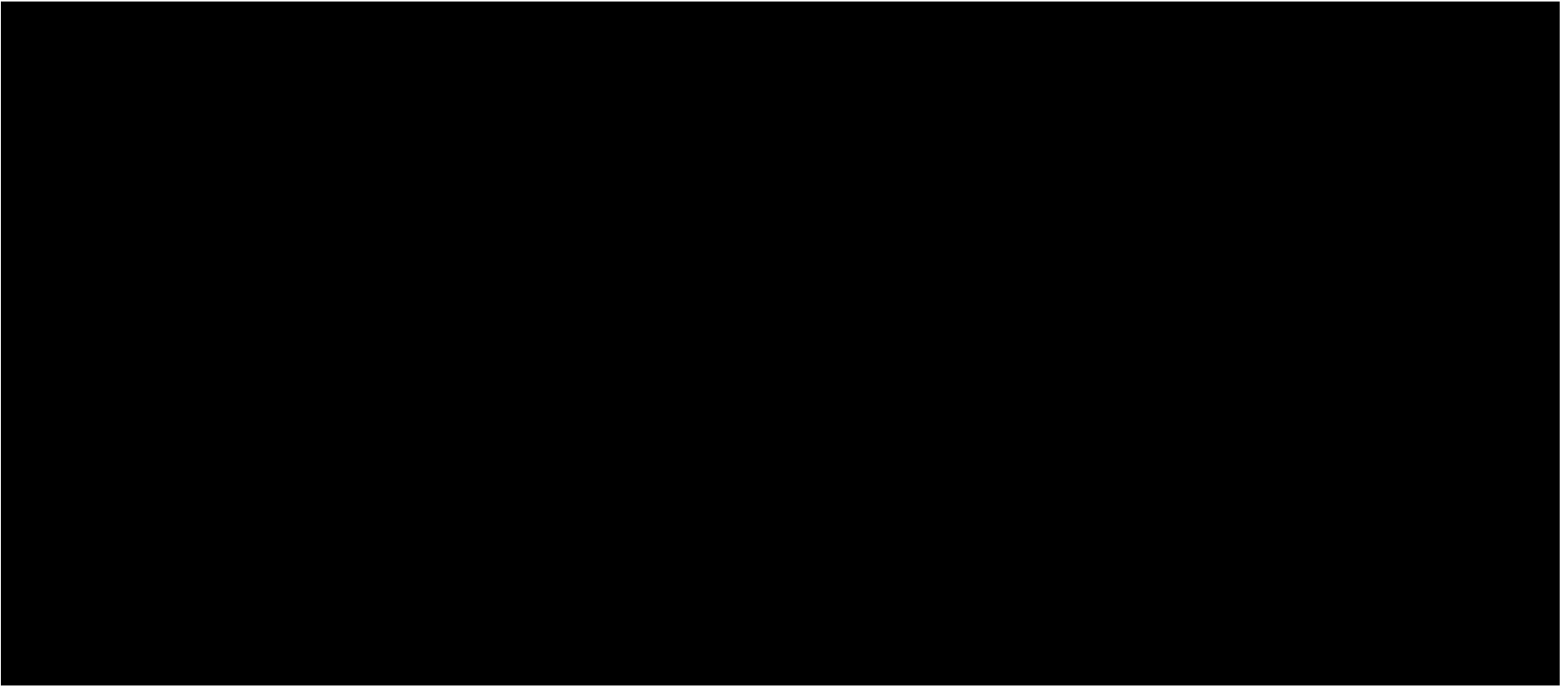


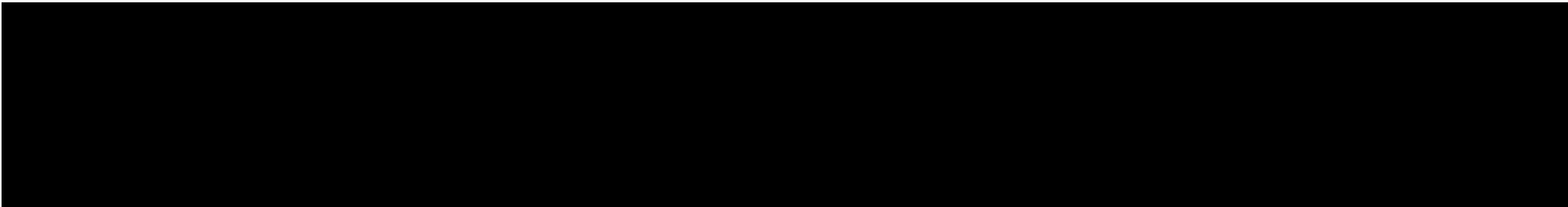
[REDACTED]

[REDACTED]



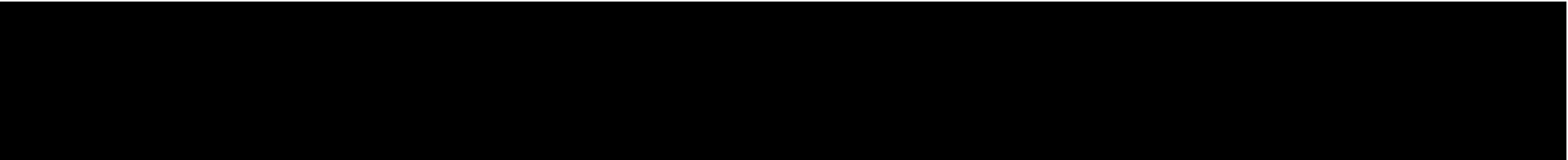


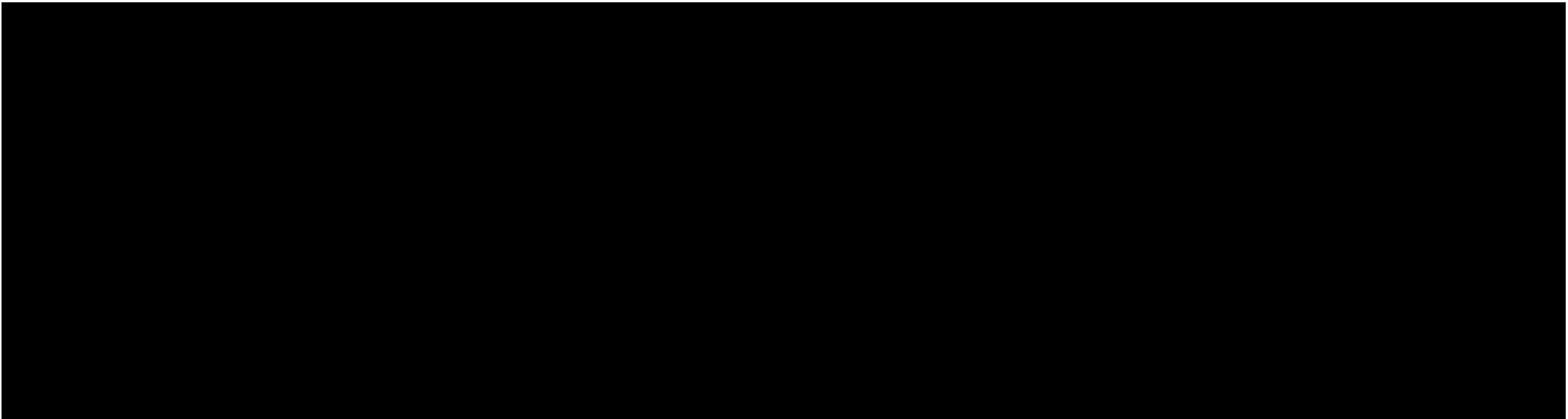








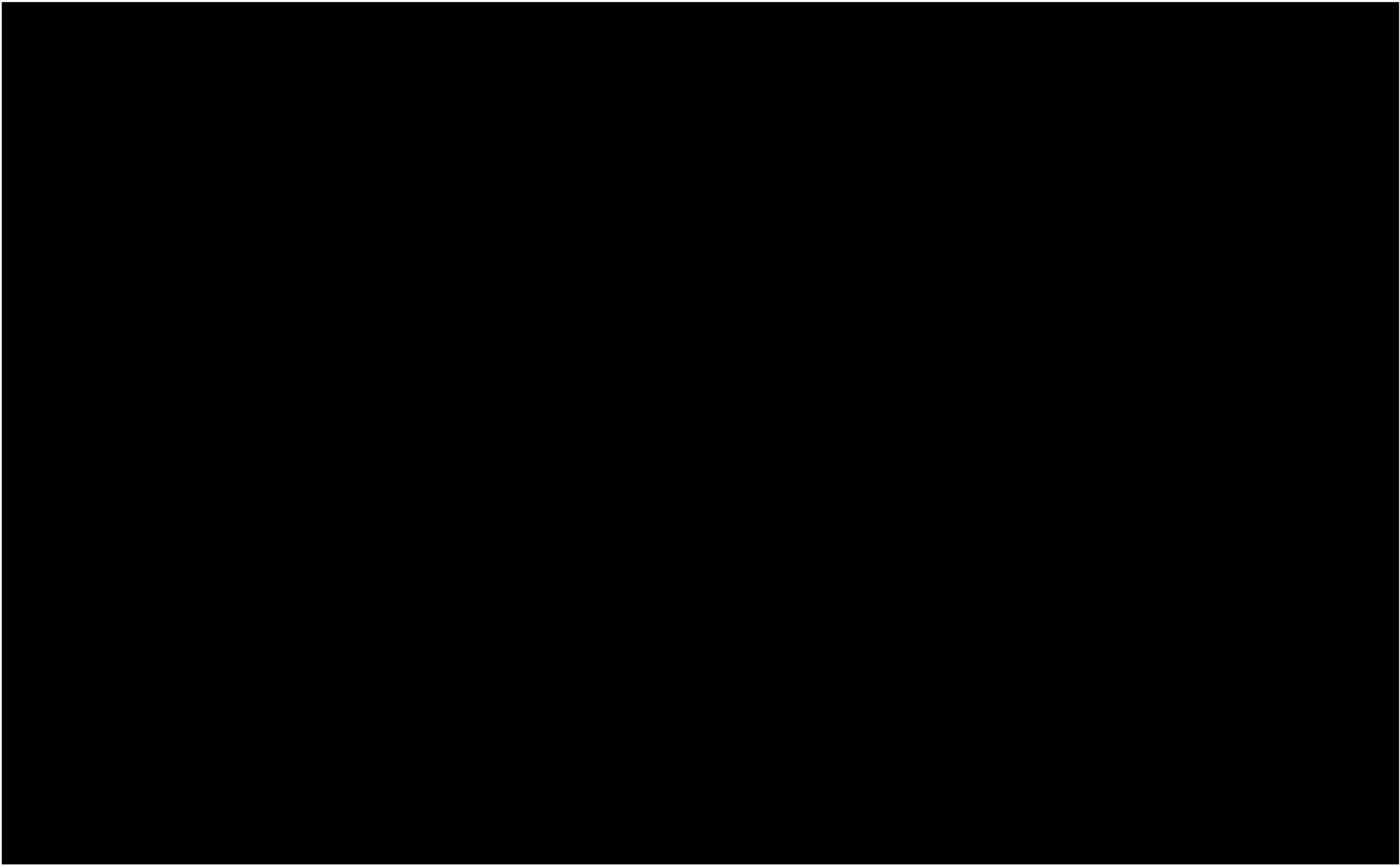




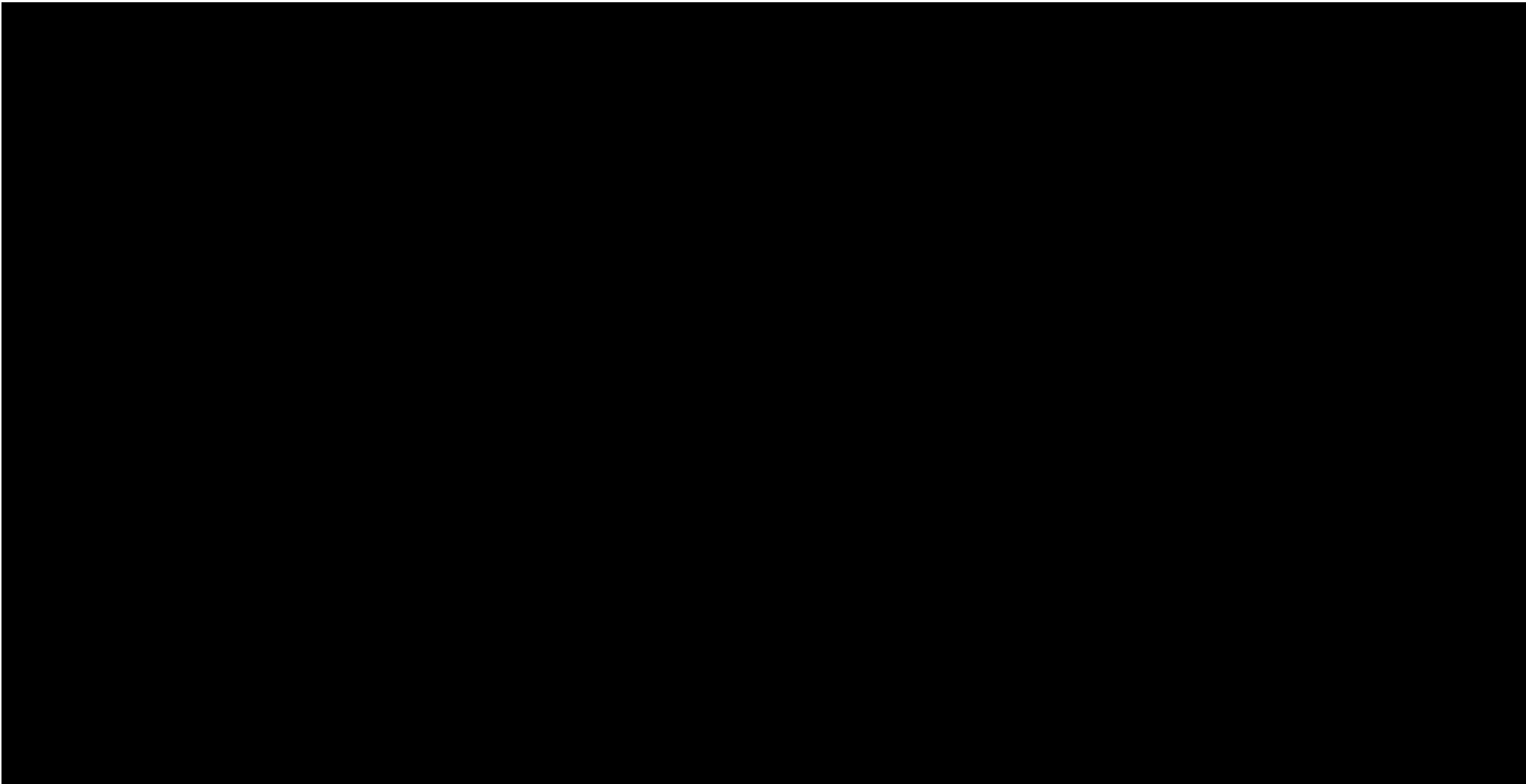


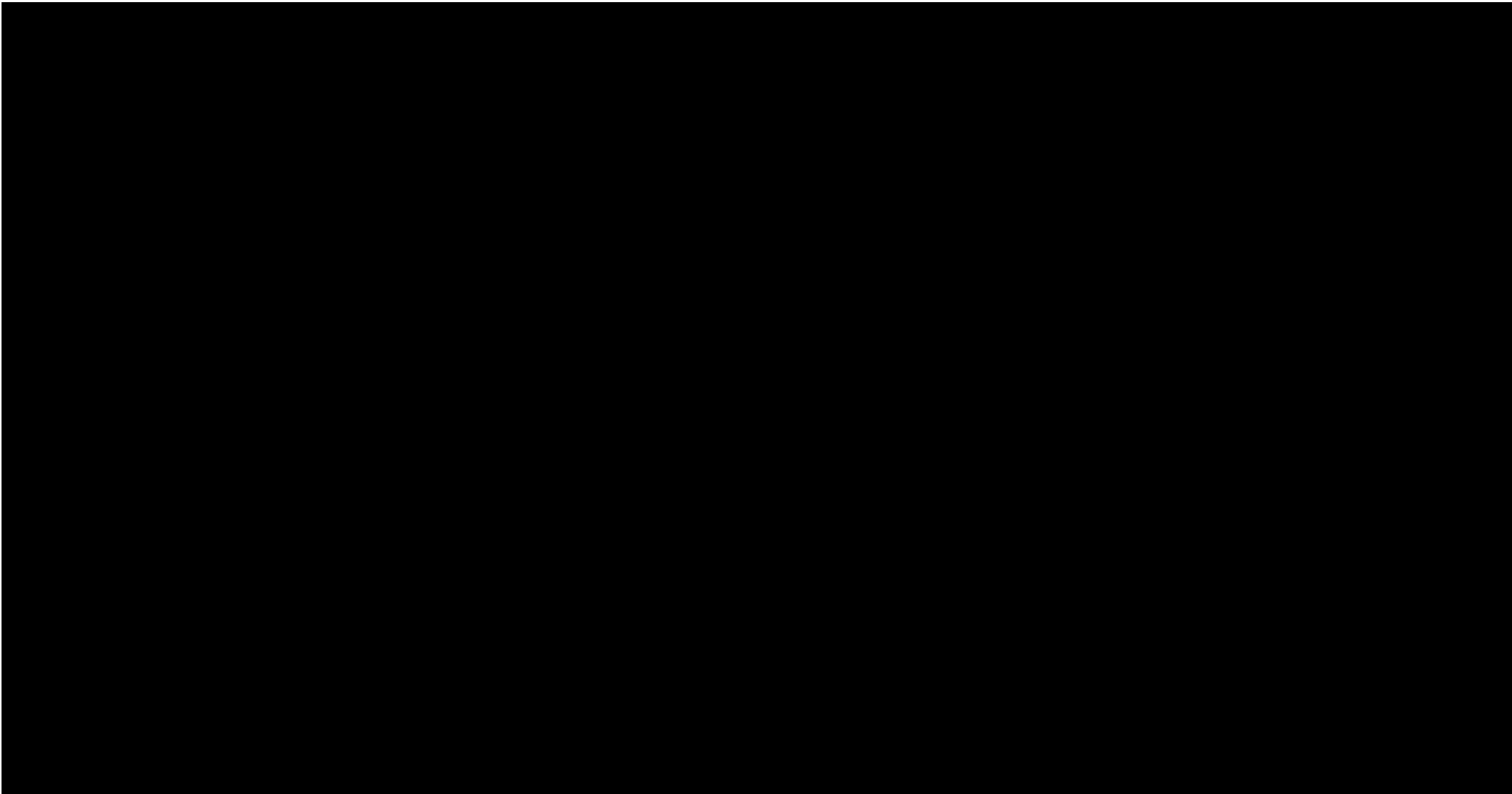














Project Daily Rates

Further to paragraphs 6.1 to 6.3 of schedule 7.1 (Charging and Invoicing) the Charges for the Rate Card Services are as set out below.

Project Daily Rate – AMS Supplier

These are maximum rates and are fixed for the Term, including the Extension Period if used, but may be amended via the Change Control Procedure in accordance with paragraph 6.3 of schedule 7.1 (Charging and Invoicing).

As stated in paragraph 6.2 of schedule 7.1 (Charging and Invoicing), travel and subsistence within the M25 is included in the Project Daily Rates for the AMS Supplier below and is payable at the Authority's standard travel and subsistence rates outside the M25, subject always to such expenses being agreed in advance in the respective Proposal Document or CAN. For the avoidance of doubt, if the personnel are required to work within the M25 there shall be no travel and subsistence expenses incurred, no matter where the personnel are normally based, e.g. if the personnel are based in Birmingham but are required to work inside the M25 there would be no expenses payable. However, if the personnel are required to work at another site outside the M25 travel and subsistence expenses would be incurred, e.g. if the personnel are based in Birmingham and are required to work in Bristol.

**Project Daily Rate – [REDACTED]**

These are maximum rates, exclude the AMS Supplier mark-up, and are fixed for the Term, including the Extension Period if used.

Ref	Role	Maximum Rate: £ / Day
NDR1	Account Director	[REDACTED]
NDR2	Business Design Authority	[REDACTED]
NDR3	Chief Technical Architect	[REDACTED]
NDR4	Product Delivery Manager	[REDACTED]
NDR5	Senior Migration Consultant	[REDACTED]
NDR6	Senior Oracle DBA - Unix Admin	[REDACTED]
NDR7	Skills Group Manager	[REDACTED]

NDR8	Principal Developer		
NDR9	Project Manager		
NDR10	Release Authority		
NDR11	Senior Business Analyst		
NDR12	Training Manager		
NDR13	Business Analyst		
NDR14	Configuration Manager		
NDR15	Deployment Specialist		
NDR16	Migration Analyst		
NDR17	Planning Manager		
NDR18	Quality Manager		
NDR19	Senior DBA – Developer		
NDR20	Senior Developer		
NDR21	Senior Tester – System		
NDR22	Standing Data Manager		
NDR23	Support Coordinator		
NDR24	Training Consultant		
NDR25	DBA - Developer		
NDR26	Defect Co-ordinator		
NDR27	Deployment Technician		
NDR28	Developer		
NDR29	Project Support Analyst		
NDR30	Standing Data Analyst		
NDR31	Support Team Leader		
NDR32	Tester - System		
NDR33	Standing Data Technician		
NDR34	Support Technician		

APPENDIX B
Payment Schedule

The parties acting reasonably shall agree in writing the full detail of the Payment Schedule as soon as practicable and in any event within 30 days of the Effective Date.

End of schedule

OFFICIAL

ANNEX 11

SCHEDULE 9.1 (STAFF TRANSFERS)



**Ministry of
JUSTICE**

Application Maintenance & Support (AMS) Services

Schedule 9.1: Staff Transfers

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	17 August 2020		First draft. Based on AMS1 conformed version. Removal of "Lot 1".
0.2	9 September 2020		Second draft.
0.3	10 September 2020		Updated draft amending cross references.
1.0	10 September 2020		Final version.
1.1	23 July 2023		Updated draft with minor housekeeping amends.
1.2	1 st August 2023		Updated draft
2.0	2 nd August 2023		Final changes accepted and move to FINAL

CONTENTS

1.	DEFINITIONS	4
2.	TUPE AND EMPLOYEES	5
	APPENDIX 1: PEOPLE	10

1. DEFINITIONS

1.1 In paragraph 2 the following words and expressions shall have the meanings respectively assigned to them:

1.1.1 **“Contractor Personnel”** means the personnel of the AMS Supplier and those of any Sub-Contractor who are employed, assigned or engaged in providing the Services (or part thereof) under this Agreement;

1.1.2 **“Sub-Contractor”** means any sub-contractor (and their sub-contractors) or suppliers of the AMS Supplier;

1.1.3 **“Subsequent Relevant Transfer”** means a relevant transfer for the purposes of TUPE of employees assigned, engaged or employed in the provision of the Services from the AMS Supplier or a Sub-Contractor to a Replacement FITS Supplier or any other third party whom the Authority appoints to carry out Replacement Services;

1.1.4 **“Subsequent Transfer Date”** means the date on which the transfer of a Subsequent Transferring Employee takes place under this Agreement pursuant to TUPE;

1.1.5 **“Subsequent Transferring Employee”** means an employee assigned, engaged or employed in the provision of the AMS Services who is transferred pursuant to TUPE to a Replacement FITS Supplier or to the Authority (where the Authority chooses to provide any part of the Services itself) on expiry or termination of this Agreement or part of this Agreement or the expiry or termination of the Services (whether in whole or in part);

1.1.6 **“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) as amended from time to time and/or any other regulations enacted for the purpose of implementing the Acquired Rights Directive (Council Directive 77/187/EEC as amended by Council Directive 98/50/EEC and consolidated in Council Directive 2001/23/EEC) into English law.

2. TUPE AND EMPLOYEES

2.1 The Authority and the AMS Supplier:

- 2.1.1 do not believe that the commencement of this Agreement or the commencement of the provision of AMS Services (in whole or part) will give rise to a Staff Transfer pursuant to TUPE to the AMS Supplier and/or any Sub-Contractor from the Authority or a Previous Contractor or any other third party; and
- 2.1.2 do not intend the employment (or related rights and liability) of any individual will transfer from the Authority to the AMS Supplier and/or any Sub-Contractor as a result of the commencement of this Agreement or the provision of AMS Services (in whole or part).

Information on Re-tender, Expiry or Termination

2.2 During the period of this Agreement (but no more than once in any period of twelve weeks) or after the Authority has given notice to terminate this Agreement or the provision of the AMS Services (in whole or in part) under this Agreement, the AMS Supplier shall upon receipt of written notice from the Authority:

- 2.2.1 fully and accurately disclose to the Authority such information listed in Appendix 1 to this schedule 9.1 (Staff Transfers) relating to the Contractor Personnel (or the Contractor Personnel assigned to such part of the Services as may be specified in the request), separately identifying former employees of the Authority who transferred to the AMS Supplier or a Sub-Contractor and indicating which of these individuals are members of the pension scheme provided by the AMS Supplier (or if applicable) any Sub-Contractor, as the Authority may request;
- 2.2.2 provide the information promptly and in any event not later than 21 days from the date when a request for such information is made and at no cost to the Authority;
- 2.2.3 permit the Authority to use the information in an anonymised form for informing any tenderer for or any replacement provider of any services which are substantially the same as any part of the Services provided pursuant to this Agreement; and
- 2.2.4 enable and assist the Authority and such other persons as the Authority may determine (including, but not limited to, any prospective Replacement FITS

Supplier) to communicate with and meet the Contractor Personnel (as required) and their trade union or other employee representatives.

2.3 The AMS Supplier shall indemnify and keep the Authority indemnified fully in respect of any claims, losses, costs, expenses, demands and liabilities arising from the provision of information, inaccuracies in the information provided or its failure to provide information under paragraphs 2.2.1 and 2.2.2.

2.4 During the last 12 months of the Agreement and once the information referred to in paragraph 2.2.1 has been passed to the Authority, the AMS Supplier shall not (in relation to such of the Contractor Personnel as are specified in the request for information) and shall procure that any third party (including, without limitation, any Sub-Contractor) shall not:

2.4.1 materially amend the rates of remuneration (other than by implementing an annual wage increase to which the Contractor Personnel are contractually entitled), terms of employment or hours to be worked by Contractor Personnel, including holidays;

2.4.2 replace (except to cover absence of Contractor Personnel), dismiss (other than by reason of gross misconduct) or redeploy any of the Contractor Personnel, or increase the number of Contractor Personnel assigned to the provision of the AMS Services or relevant part of the AMS Services; or

2.4.3 reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the AMS Services any duties unconnected with the AMS Services under this Agreement,

without the prior written agreement of the Authority, such agreement not to be unreasonably withheld.

Indemnities on Expiry, Termination or Cessation of this Agreement

2.5 Where the AMS Supplier or a Sub-Contractor shall cease (for whatever reason and whether directly or indirectly) to provide the AMS Services (or part thereof) the AMS Supplier shall indemnify and keep indemnified the Authority and any Replacement FITS Supplier against any costs, losses, expenses, liabilities, awards or damages in respect of any claims or proceedings (and all costs and expenses thereof):

2.5.1 where there is a Subsequent Relevant Transfer, by any Subsequent Transferring Employee or by their appropriate representative (as defined in TUPE or any successor legislation) made against the Authority or a Replacement FITS Supplier

at any time arising out of or in connection with any acts or omissions of the AMS Supplier or a Sub-Contractor which occurred on or prior to the Subsequent Transfer Date including but not limited to claims for breach of contract, loss of office, unfair dismissal, redundancy, sex, race or other discrimination, loss of earnings or otherwise (and all costs and expenses thereof) provided that such claims, losses, costs, expenses and liabilities are not payable as a result of any act or omission of the Authority or a Replacement FITS Supplier;

2.5.2 by any person or persons (or by their appropriate representative (as defined in TUPE or any successor legislation)) who are not Subsequent Transferring Employees or who are not disclosed as such to the Authority in accordance with paragraph 2.2.2 who claims that his or her or their contracts of employment or any liabilities in connection with his or her or their employment or its termination or cessation are or have been transferred to the Authority or a Replacement FITS Supplier in accordance with TUPE or any successor legislation including, for the avoidance of doubt,

2.5.2.1 the reasonable cost to the Authority or the Replacement FITS Supplier of employing such person or persons prior to the termination of their employment; and

2.5.2.2 the cost to the Authority or the Replacement FITS Supplier arising out of the dismissal of such person or persons,

provided that such person or persons are given notice by the Authority or the Replacement FITS Supplier to terminate their employment within one month of the Authority or the Replacement FITS Supplier becoming aware of such claim; or

2.5.3 by any Subsequent Transferring Employee or by their appropriate representative (as defined in TUPE or any successor legislation) made against the Authority at any time as a result of the AMS Supplier's or Sub-Contractor's failure or alleged failure to comply with its obligations to inform or consult with any trade union or employee representatives pursuant to TUPE or any successor legislation.

- 2.6 The Authority shall indemnify and keep indemnified the AMS Supplier against any costs, losses, expenses, liabilities, awards or damages in respect of any claims or proceedings (and all costs and expenses thereof):
- 2.6.1 where there is a Subsequent Relevant Transfer, by any Subsequent Transferring Employee or by their appropriate representative (as defined in TUPE or any successor legislation) made against the AMS Supplier or any Sub-Contractor at any time arising out of or in connection with any acts or omissions of the Replacement FITS Supplier which occurred on or after the Subsequent Transfer Date including claims for breach of contract, loss of office, unfair dismissal, redundancy, sex, race or other discrimination, loss of earnings or otherwise (and all costs and expenses thereof) provided that such claims, losses, costs, expenses and liabilities are not payable as a result of any act or omission of the AMS Supplier or any Sub-Contractor;
 - 2.6.2 by any Subsequent Transferring Employee or by their appropriate representative (as defined in TUPE or any successor legislation) made against the AMS Supplier or any Sub-Contractor at any time as a result of the Replacement FITS Supplier's failure or alleged failure to comply with its obligations to inform or consult or both with any trade union or employee representatives pursuant to TUPE or any successor legislation;
 - 2.6.3 by virtue of any substantial change made or proposed to be made by the Replacement FITS Supplier in the terms of employment or working conditions of any of the Subsequent Transferring Employees which is detrimental to any of the Subsequent Transferring Employees;
 - 2.6.4 by virtue of any substantial change to the material detriment made or proposed to be made by the Replacement FITS Supplier in the terms of the employment or working conditions of any person or persons who would have transferred pursuant to the Subsequent Relevant Transfer, but who terminated their contract of employment by reason of such change; or
 - 2.6.5 by virtue of a change in the identity of the employer of all or any of the Subsequent Transferring Employees where that change is a significant change and to the detriment of all or any of the Subsequent Transferring Employees.

Terminal Redundancy Liability

- 2.7 On expiry or termination of this Agreement, payments of any appropriate redundancy and relocation compensation to any employee of the AMS Supplier who is not a Subsequent Transferring Employee are the responsibility of the AMS Supplier.

Termination of Agreement

- 2.8 The AMS Supplier shall procure that:

2.8.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement, to terminate this Agreement or any part of the AMS Services;
or

2.8.2 after the date which is twelve (12) months prior to the Expiry Date,

no change is made to pension, retirement and death benefits provided for or in respect of any person who will become a Subsequent Transferring Employee and no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority (such approval not to be unreasonably withheld).

APPENDIX:**1: PEOPLE****Information to be provided to the Authority**

- | |
|---|
| 1. Total number of individual members of staff that currently undertake the work and who may therefore be transferred. Alternatively the AMS Supplier should provide information why any of their staff or those of their sub-contractors who currently undertake the work will not transfer. |
| 2. The total number of posts or proportion of posts expressed as full-time equivalent value that currently undertakes the work that is to transfer. |
| 3. The preceding 12 months total pay costs – pay, employee/employer ERNIC and overtime |
| 4. Total redundancy liability |
| 5. Details about the AMS Supplier's terms and conditions applicable to those members of staff identified at 1. |

In respect of those members of staff included in the total at 1 above:

- | |
|--|
| 1. Age (not date of birth) |
| 2. Employment status (i.e. Fixed term, casual, permanent) |
| 3. Length of current period of continuous employment |
| 4. Weekly conditioned hours of attendance (gross) |
| 5. Standard annual holiday entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years) |
| 6. Pension scheme membership |
| 7. Pension and redundancy liability information |
| 8. Annual salary |
| 9. Details of any regular overtime payments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment) |

10. Details of attendance patterns that attract enhanced rates of pay or allowances
11. Regular/recurring allowances
12. Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants)
13. Whether any disciplinary procedure taken against an employee within the previous two years
14. Whether any grievance procedure taken by an employee within the previous two years
15. Whether any court or tribunal case, claim or action brought by an employee against the transferor within the previous two years
16. Information of any court or tribunal case, claim or action that the transferor has reasonable grounds to believe that an employee may bring against the transferee, arising out of the employee's employment with the transferor
17. If applicable, whether any collective agreement which will have effect after the transfer, in its application in relation to the employee

End of schedule

OFFICIAL

ANNEX 12

SCHEDULE 9.2 (KEY PERSONNEL)



Ministry of
JUSTICE

Application Maintenance & Support (AMS) Services

Schedule 9.2: Key Personnel

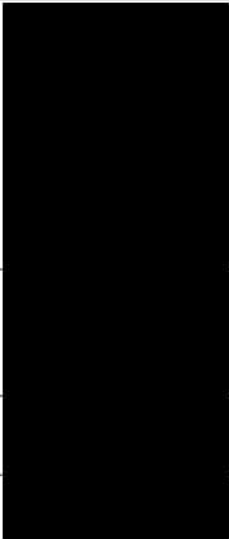
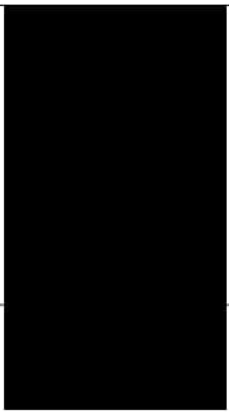
VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	27 July 2020		First draft. Using the conformed schedule as the base. Removal of "Lot 1".
0.2	10 August 2020		Updated personnel
0.3	12 August 2020		Updated draft
1.0	13 August 2020		Previous tracked changes accepted. Final version.
1.1	26 July 2023		Updates to CGI Key Personnel
1.2	2 nd July 2023		Updates to MOJ key personnel, accept removal of some CGI personnel as they have left the organisation. Move To FINAL
2.0	3 rd August 2023		FINAL version

TABLE OF CONTENTS

KEY PERSONNEL 4

KEY PERSONNEL

Name	Role	Responsibilities/Authorities	Phase of the project during which they will be a Key Person
Authority Representative			
	Senior Commercial Manager	Responsible for the relationship with the AMS Supplier (contractual and commercial) and for overseeing the contract management of the Agreement	The Term
	Commercial Manager	Contract Manager for the Agreement	The Term
	SBO	BAU and the DLRM Programme	The Term
	Deputy Director of Technology and Digital Commercial Management Directorate	Authority Representative	The Term
AMS Supplier Key Personnel			
	Vice President Consulting Services	AMS Supplier Representative Has the authority to act on behalf of the AMS Supplier on all matters connected to or arising from the Agreement.	On-going service
	Director Consulting - Services	Responsible for the AMS Service Delivery.	On-going service

End of schedule

OFFICIAL

ANNEX 13

SCHEDULE 12 (DATA PROTECTION)



**Ministry of
JUSTICE**

Application Maintenance & Support (AMS) Services

Schedule 12: Data Protection

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	27 July 2020		First draft for new AMS contract
1.0	18 August 2020		Final version
1.1	28 July 2023		Updated to align with Annex A Part 2 of PPN 03/22 and to reference UK GDPR.
1.2	01/08/2023		Further updated version with Authority DPO details
2.0	02/08/2023		Final changes accepted for extension so ready for FINAL

This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [REDACTED].
2. The contact details of the Processor's Data Protection Officer are: [REDACTED].
3. The AMS Supplier shall comply with any further written instructions with respect to processing by the Authority.
4. Any such further instructions shall be incorporated into this schedule.

Description	Details
Identity of the Controller and Processor	The parties acknowledge that for the purposes of Data Protection Legislation, the Authority is the Controller and the AMS Supplier is the Processor in accordance with Clause 43.1 of the Agreement.
Subject matter of the processing	[REDACTED]
Duration of the processing	Subject to clause 59.3 of the Agreement, for the Term and any Termination Assistance Period.
Nature and purposes of the processing	[REDACTED]
Type of Personal Data being Processed	[REDACTED]

Categories of Data Subject	
International transfers and legal gateway	In accordance with Clause 43.3.12, Personal Data will not be Processed or transferred outside of the United Kingdom Mainland. If required, the provisions of Clause 43.3.23 shall apply in respect of any DP Processing or transfer outside of the United Kingdom Mainland.
Plan for return and destruction of the data once the processing is complete	<p>The requirements for data retention, how data is to be returned or destroyed are set out in the relevant provisions of the Agreement including but not limited to:</p> <p>The Clauses, including Clause 59 (Consequences of Expiry or Termination)</p> <p>Schedule 8.4 Records Provision</p> <p>Schedule 8.5 Exit Management</p>

OFFICIAL

APPENDIX – UNCHANGED SCHEDULES

The schedules set out below have not been amended or have not been conformed as part of the agreement of this CAN:



Application Maintenance & Support (AMS) Services

Schedule 2.2: Service Performance Management

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
V0.1	20 August 2020		First draft. Based on AMS1 conformed version 7.0. Removal of "Lot 1".
V0.2	28 August 2020		Second draft
V0.3	5 October 2020		Updating service continuity provisions
V0.4	6 October 2020		Updating paragraph 13.1.
V0.5	14 October 2020		Tidying up draft.
V1.0	14 October 2020		Final version

TABLE OF CONTENTS

1.	INTRODUCTION	4
2.	KEY PRINCIPLES	4
3.	SERVICE LEVELS	5
4.	CHANGES TO SERVICE LEVELS	6
5.	PRINCIPLES FOR MEASURING SERVICE LEVELS	7
6.	MANAGEMENT OF SERVICE LEVELS	9
7.	AVAILABILITY	13
8.	INCIDENT RESOLUTION	17
9.	SECURITY INCIDENT SEVERITY	22
10.	PROBLEM MANAGEMENT	31
11.	CATALOGUE REQUESTS	32
12.	REQUESTS FOR SERVICE	33
13.	IT SERVICE CONTINUITY MANAGEMENT	34
14.	SERVICE ASSET AND CONFIGURATION MANAGEMENT	35
15.	UNIQUE SERVICE LEVELS	35
16.	KEY PERFORMANCE INDICATORS (KPI)	35
17.	LIABILITY AND DEDUCTIONS	35
18.	BUSINESS APPLICATION PERFORMANCE MANAGEMENT	35
19.	OTHER REMEDIES AND ESCALATION OF SERVICE LEVEL TARGETS AND SERVICE LEVEL THRESHOLD FAILURES	37
	ANNEXES	58
	ANNEX A – PMS SERVICE MODELS	59
	ANNEX B– SIAM SUPPLIER UNIQUE SERVICE LEVELS	83
	ANNEX C – END USER COMPUTING SERVICES SUPPLIER UNIQUE SERVICE LEVELS	86
	ANNEX D – NETWORKS SUPPLIER UNIQUE SERVICE LEVELS	87
	ANNEX E – HOSTING UNIQUE SERVICE LEVELS	88
	ANNEX F – APPLICATION MAINTENANCE SUPPORT UNIQUE SERVICE LEVELS	89
	ANNEX G – PROTECTIVE MONITORING SUPPLIER UNIQUE SERVICE LEVELS	91
	ANNEX H – DATA CENTRE SUPPLIER UNIQUE SERVICE LEVELS	92
	ANNEX I – PRINT SUPPLIER UNIQUE SERVICE LEVELS	93

1. INTRODUCTION

- 1.1. The FITS Services will be consumed and relied on by End Users in order for them to carry out their business and the functions of the Authority. At the core of the FITS vision is the principle that the FITS Services shall be Available and provided to the Service Levels from the perspective of the End Users.
- 1.2. The purpose of this schedule 2.2 (Service Performance Management) is:
 - 1.2.1. to measure the performance of the FITS Services from the perspective of the End User;
 - 1.2.2. to ensure that the FITS Services meet the Service Levels and other requirements of the Agreement and to provide a remedy for failure;
 - 1.2.3. to incentivise the Suppliers to collaborate with the Other Suppliers to ensure that the Service Levels are met;
 - 1.2.4. to ensure that failures to meet the Service Levels are rectified promptly; and
 - 1.2.5. to provide a mechanism whereby the Service Levels are flexible and can be changed, modified and re-calibrated over the Term in response to the changing requirements of the Authority.
- 1.3. The parties acknowledge that as at the Effective Date a number of the KPIs, Service Levels, Service Level Targets and Service Level Thresholds set out in this schedule 2.2 (Service Performance Management) have not been reviewed for some time, are no longer being reported on and/or no longer reflect current working arrangements. The Authority is currently reviewing the KPIs, Service Levels, Service Level Targets and Service Level Thresholds and any Changes resulting from this review will be implemented in accordance with the Change Control Procedure. Schedule 2.2 shall apply from the Effective Date until such time as it is amended pursuant to the Change Control Procedure.

2. KEY PRINCIPLES

- 2.1. Schedule 2.2 measures Service Levels for the FITS Services.
- 2.2. The principles governing the establishment and review of Service Levels and the application of Service Credits during the Term shall be as follows:
 - 2.2.1. all Service Levels shall be relevant and important to the effective delivery of the Authority's business; and
 - 2.2.2. all Service Levels shall be measurable.
- 2.3. The Service Levels are focused on the End User, reflect the needs of the Authority and represent the FITS Service quality that is required.
- 2.4. The FITS Suppliers shall work collaboratively with Other Suppliers, Exiting Suppliers and Other Authority Providers to deliver the FITS Services and Service Levels.

- 2.5. The AMS Supplier shall work with and assist Other Suppliers, Exiting Suppliers and Other Authority Providers to achieve the Service Levels.
- 2.6. The AMS Supplier shall be open, transparent and honest with the Authority and the Other Suppliers about the levels of performance and service quality that the AMS Supplier is achieving.
- 2.7. The AMS Supplier shall work with the Other Suppliers to deliver the FITS Services such that the performance proposed for each FITS Service enables the FITS Service to be delivered to the Service Levels specified in this schedule 2.2 (Service Performance Management).

3. SERVICE LEVELS

- 3.1. The AMS Supplier and Other Suppliers shall be liable for remedies in the form of Service Credits where the FITS Services fail to meet the Service Levels set out in this schedule 2.2 (Service Performance Management).

There are three types of Service Levels:

3.1.1. Key Performance Indicators (KPIs)

- 3.1.1.1. KPIs are specific to the AMS Supplier and are monitored and measured in accordance with Annex A to this schedule 2.2 (Service Performance Management).
- 3.1.1.2. No Service Credit Points or Service Credits are awarded in relation to KPIs but KPIs can be promoted to a Shared Service Level or Unique Service Level at the Authority's discretion in accordance with paragraph 19.7 below.

3.1.2. Unique Service Levels

- 3.1.2.1. Unique Service Levels apply only to a specific Supplier and are measured specifically in relation to the Services being delivered by that Supplier. The AMS Supplier is not reliant or dependent on any other FITS Supplier or Other Authority Provider to deliver and achieve the Unique Service Levels.
- 3.1.2.2. The Unique Service Levels applicable to each Supplier and the allocation of Service Credit Points and Service Credits are set out in Annexes B to I to this schedule 2.2 (Service Performance Management).
- 3.1.2.3. Unique Service Levels also include:
 - (a) catalogue changes (where item to be provided by a sole FITS Supplier);
 - (b) the accuracy and completeness of the service data used in the delivery of the FITS service; and

(c) Security Incidents and resolution.

3.1.3. Shared Service Levels

3.1.3.1. Shared Service Levels are not measured “by Tower” or “by FITS Supplier” but as a Performance Managed Service. Performance Managed Services are defined in Annex A to this schedule 2.2 (Service Performance Management). Performance Managed Services are complete services as perceived from the point of view of the End User (for example “Voice IP”) or groups of Business Applications from the MAL (eg Prison Nomis). Each Performance Managed Service relies on the services of a number of FITS Suppliers and so when that Service is Unavailable or provided below the Service Levels, the Service Credit Points will be apportioned between the relevant FITS Suppliers. Where more than one FITS Supplier is in a layer in a Service Model the points allocated to that layer will be shared equally between those FITS Suppliers.

3.1.4. Shared Service Levels measure six aspects of service delivery:

3.1.4.1. the Availability of the Performance Managed Service to the End Users at each Site during all the Service Support Hours for that Performance Managed Service;

3.1.4.2. the time taken, on average, for the FITS Suppliers to satisfactorily Resolve Incidents;

3.1.4.3. the resolution of Security Incidents and Vulnerability Management;

3.1.4.4. Problem Resolution within agreed timeframes;

3.1.4.5. fulfilment times of catalogue changes (where item to be provided by more than one FITS Supplier); and

3.1.4.6. ICT support for Business Continuity planning and invocation of the IT Service continuity plan to support the business.

4. CHANGES TO SERVICE LEVELS

4.1. The Authority shall be entitled once a quarter and at its discretion to review the Service Levels and as a result to :

4.1.1. add new Service Levels;

4.1.2. omit Service Levels;

4.1.3. revise the PMS Service Models or add new PMS Service Models;

4.1.4. change the Service Credit Points value;

4.1.5. promote KPIs to Unique Service Levels with associated Service Credit Points and Service Credits; and

4.1.6. demote Unique Service Levels to KPIs,

provided that in each case the provisions of schedule 8.2 (Change Control Procedure) shall apply. There shall be no increase in the Charges for the promotion of any KPI where there is a corresponding or equivalent demotion of a Service Level and any Change in respect of such promotion or demotion shall be a Fast-track Change.

4.2. Where changes are introduced in accordance with this paragraph 4 they shall be recorded in the Systems of Measurement Reference Document, MAL, Service Register and Master Site List.

4.3. The AMS Supplier and Other Suppliers shall co-operate with any review of Service Levels and the AMS Supplier and Other Suppliers shall not unreasonably withhold or delay agreement to the introduction of new Service Levels or the amendment of existing Service Levels if such new or amended Service Levels shall support the performance of a FITS Service.

4.4. Service Credits, Service Levels and Service Credit Point measures and mechanisms shall be as set out in this schedule 2.2 (Service Performance Management) subject to such detailed additions and amendments as the Authority determines necessary to make them operate efficiently and effectively. To the extent that a mechanism or measure currently does not operate clearly or logically, the Authority shall be entitled with the SIAM Supplier to determine how it should operate based on the underlying principles behind the given mechanism or measure or (if this is not capable of determination) as the Authority shall determine acting reasonably. The output of that determination shall be an amendment to the SMRD.

4.5. If any FITS Service or component thereof does not achieve the agreed Service Levels or any other agreed performance measures, the Authority reserves the right to invoke a review of the Service Levels in accordance with this schedule 2.2 (Service Performance Management) in between its quarterly entitlement.

5. PRINCIPLES FOR MEASURING SERVICE LEVELS

5.1. This paragraph 5 (Principles for Measuring Service Levels) sets out and describes various features of the Service Level regime which it is important to establish in order to understand and operate the remainder of this schedule 2.2 (Service Performance Management).

5.2. Commencement

This schedule 2.2 (Service Performance Management) (and all measures herein) shall apply to the AMS Supplier from the following dates and times:

Measure	Applicable From
Shared Service Levels	When all layers of a PMS Service Model have reached their Service Commencement Dates. Accordingly

Measure	Applicable From
	Shared Service Levels are applied from the Service Commencement Date on which FMO is Achieved (or would be Achieved subject to the CPP receiving a Milestone Achievement Certificate). For the avoidance of doubt a) the SCD that triggers the Shared Service Levels may not be an SCD which related to the AMS Services but could be a different layer within the PMS Service Model; and b) the Availability Service Level shall apply as FMO occurs in respect of the Relevant Site.
KPIs	From the Service Commencement Date and thereafter as applicable to the extent that the Services which are the subject matter of the KPIs are performed
Unique Service Levels	The Service Commencement Date for the FITS Service to which the Unique Service Level relates
Problem Management	From the first SCD of the AMS Supplier
Catalogue Requests	From the first SCD of the AMS Supplier
IT Service Continuity	From the first SCD of the AMS Supplier
Configuration Management	From the first SCD of the AMS Supplier
Future Services	The Service Commencement Date for the Future Service

Table 1 Commencement Dates for Schedule 2.2

5.3. Grace Period

5.3.1. The following provisions apply to the application of this schedule 2.2 (Service Performance Management) following any Service Commencement Date (SCD).

5.3.2. For the three months from the Service Commencement Date until the CPP Milestone Date, this schedule 2.2 (Service Performance Management) shall be applied and Service Credit Points calculated and apportioned. Where more than one FITS Supplier is in a layer in a Service Model the points allocated to that layer will be shared equally between those FITS Suppliers. However during that period, without prejudice to any other rights or remedies available to the Authority under this Agreement or the Master Services Agreement:

5.3.2.1. no Service Credits shall be applied to the AMS Supplier and no deductions shall be made from the Charges for failure to meet one or more Service Levels;

5.3.2.2. escalation and the provisions of paragraph 19 (Other Remedies and Escalation of Service Level Targets and Service Level Threshold

Failures) below shall not apply; and

5.3.2.3. the Authority shall not be entitled to apply the provisions of clause 12.5 (Service Levels) in respect of Service Level Failures.

5.4. From each CPP Milestone Date this schedule 2.2 (Service Performance Management) shall be fully effective and, without limitation, Service Credits, deductions from the Charges and the provisions of clause 12.5 of this Agreement shall apply in respect of the applicable FITS Services. This shall be the case whether or not CPP has been Achieved by the CPP Milestone Date so that the AMS Supplier may, if CPP has not been Achieved, be concurrently suffering Delay Payments and Service Credits.

5.5. In relation to FITS Services for which the Service Commencement Date falls part way through a month, Service Credits and Service Credit Points shall apply from the beginning of the subsequent Service Measurement Period.

6. MANAGEMENT OF SERVICE LEVELS

6.1. Not used.

6.2. Not used.

6.3. Where a Service Commencement Date occurs part way through a Service Measurement Period, the measurement of Service Levels in respect of that service shall commence from the beginning of the subsequent Service Measurement Period.

6.4. Performance Managed Services and PMS Service Models

6.4.1. A Performance Managed Service is a FITS Service which is measured in accordance with this schedule 2.2 (Service Performance Management). A PMS Service Model is one of the Service Models identified in Annex A.

6.4.2. A number of the PMS Service Models relate to Business Applications which have been grouped and included as PMS Service Models. The MAL denotes in the case of each Business Application, into which Service Model the Business Application falls.

6.4.3. Performance Managed Services shall be monitored and managed from the perspective of the End User. The resolution of Incidents and the Availability of each of the Performance Managed Services is dependent on the service provision by a number of FITS Suppliers. The PMS Service Models in Annex A assign the proportion of each Performance Managed Service that is deemed to be reliant on each tower of service and sets the apportionment of Service Credit Points and Service Credits between FITS Suppliers. Where more than one FITS Supplier is in a layer in a Service Model the points allocated to that layer will be shared equally between those FITS Suppliers.

6.4.4. The PMS Service Models in Annex A define for each Performance Managed Service:

6.4.4.1. the identity of relevant FITS Suppliers;

- 6.4.4.2. the apportionment of Service Credits between FITS Suppliers. Where more than one FITS Supplier is in a layer in a Service Model the points allocated to that layer will be shared equally between those FITS Suppliers;
- 6.4.4.3. the business criticality of that Performance Managed Service;
- 6.4.4.4. the Service Support Hours during which the Service shall be Available; and
- 6.4.4.5. the ICT Support Category for that Performance Managed Service.
- 6.4.5. The apportionment of the Service Credits between the FITS Suppliers for each Performance Management Service, is based on six (6) core service delivery layers as follows:
 - 6.4.5.1. **Control:** the FITS Supplier(s) that in the Authority's opinion are responsible for controlling the delivery of the Performance Managed Service;
 - 6.4.5.2. **Access Control:** the FITS Supplier(s) that in the Authority's opinion are responsible for delivering the access and authentication points for the Performance Managed Service;
 - 6.4.5.3. **Presentation:** the FITS Supplier(s) that in the Authority's opinion are responsible for delivering the device which accesses the Performance Managed Service;
 - 6.4.5.4. **Transportation:** the FITS Supplier(s) that in the Authority's opinion are responsible for delivering the connectivity to support the Performance Managed Service;
 - 6.4.5.5. **Platform:** the FITS Supplier(s) that in the Authority's opinion are responsible for hosting the environment for the Performance Managed Service;
 - 6.4.5.6. **Application:** the FITS Supplier(s) that in the Authority's opinion are responsible for providing the Performance Managed Service and/or Business Application.
- 6.5. **Methods of Measurement**
 - 6.5.1. The detailed method of measuring all Service Levels shall be set out for each FITS Service, Business Application or component thereof in the Systems of Measurement Reference Document.
 - 6.5.2. The SMRD shall set out, inter alia, how each Service Level is to be measured in practice and the mechanics and tools for doing so. The purpose of the SMRD is to ensure that there is no ambiguity or scope for dispute when the measurement of Service Levels in accordance with this schedule 2.2 (Service Performance Management) is deployed and Service Credit Points awarded.

- 6.5.3. The SIAM Supplier shall own and be responsible for drafting, updating and maintaining the SMRD in accordance with the Product Description contained in Appendix B of schedule 6.1 (Project Management). The SMRD applicable to each Project leading to the commencement of a Performance Managed Service shall be developed and Approved prior to the Approval Certificate for the Service Commencement Date being issued.
- 6.5.4. Where appropriate the SMRD shall be augmented during the Transition of Projects which lead the commencement of a new Performance Managed Service and shall be submitted to the Authority for Approval in accordance with schedule 6.1 (Project Management) and schedule 8.7 (Document Approval Procedure).
- 6.6. **Service Measurement Period**
- 6.6.1. Service Levels shall, unless otherwise provided, be measured over one (1) calendar month (the Service Measurement Period) irrespective of the number of days in that month.
- 6.7. **Supplier Cause Analysis and Root Cause**
- 6.7.1. On the Resolution of any Incident or other Service Level Failure, the SIAM Supplier shall, if so requested by the Authority, carry out an analysis to determine whether the Incident or Service Level Failure could be wholly or substantially attributed to one FITS Supplier (a **Supplier Cause Analysis**). The FITS Suppliers shall assist and co-operate with the SIAM Supplier in order for the SIAM Supplier to make this determination.
- 6.7.2. The SIAM Supplier shall notify all the FITS Suppliers and the Authority of its determination within 3 Working Days of the Resolution of the Incident or Service Level Failure and any dispute shall be resolved through the Dispute Resolution Procedure.
- 6.7.3. Where a Service Level is a major incident as defined in SIAM's Policies, Processes and Procedures the SIAM Supplier (at the Authority's request) shall carry out a root cause analysis.
- 6.7.4. The Authority shall be entitled to carry out or to require the SIAM Supplier to carry out a Supplier Cause Analysis in relation to any Service Level Failure.
- 6.8. **Management and Measurement of Service Levels**
- 6.8.1. The SIAM Supplier shall report on all the Service Levels and shall measure and monitor the Shared Service Levels. The AMS Supplier shall work with the SIAM Supplier and shall measure and monitor the Unique Service Levels and KPIs and report them to the SIAM Supplier.
- 6.8.2. The SIAM Supplier will be responsible for the collection, collation and mathematical calculation of all information from all Suppliers as defined in

this schedule 2.2 (Service Performance Management) and the Systems of Measurement Reference Document and for presenting such information to the Authority as detailed in schedule 2.1 (Service Requirements). In respect of Shared Service Levels, the SIAM Supplier shall additionally verify the accuracy and completeness of the mathematical calculations. The AMS Supplier shall work with the SIAM Supplier for the collection, collation and aggregation of the required information as detailed in schedule 2.1 (Service Requirements).

- 6.8.3. The AMS Supplier shall work with the Other Suppliers, Exiting Suppliers and Other Authority Providers to measure and manage Service Levels. The SIAM Supplier shall provide Management Information and Service Credit calculations based on information provided by the AMS Supplier, Other Suppliers, Exiting Suppliers and Other Authority Providers. The Management Information shall provide details of the Service Levels defined in this schedule and its annexes.
- 6.8.4. The AMS Supplier shall work with the SIAM Supplier to calculate the total Service Credit Points accrued by the AMS Supplier for all Service Levels that have associated Service Credits.
- 6.8.5. The SIAM Supplier shall agree the total Service Credit Points accrued by each FITS Supplier and Other Suppliers with the Authority.
- 6.8.6. The AMS Supplier acknowledges that the decision of the SIAM Supplier and the Authority on the total number of Service Credit Points shall be final and binding in the absence of manifest error.
- 6.8.7. The total Service Credit Points accrued by the AMS Supplier in the Service Measurement Period shall be calculated using the formula set out in paragraph 9.2 of schedule 7.1 (Charging and Invoicing).
- 6.8.8. The monetary value of the Service Credit Points will be credited by the AMS Supplier to the Authority in the form of Service Credits in accordance with paragraph 9 of schedule 7.1 (Charging and Invoicing).

6.9. Service Levels Reporting And Management Information

- 6.9.1. In accordance with schedule 2.1 (Service Requirements) the AMS Supplier shall report on the performance of their FITS Services on a Site by Site basis, by business unit, by Performance Managed Service or by any other metric reasonably required by the Authority. The AMS Supplier shall provide the SIAM Supplier with the relevant information pertaining to the FITS Services or components thereof for each Service Measurement Period.
- 6.9.2. The AMS Supplier shall also include in each report a management summary of Service Level performance.
- 6.9.3. The SIAM Supplier shall provide to the Authority combined and aggregated Management Information, as agreed with the Authority and in accordance

with schedule 2.1 (Service Requirements) and this schedule 2.2 (Service Performance Management). This Management Information shall include, but not be limited to, the achievement or non-achievement of Service Levels and the accumulation and apportionment of Service Credit Points as incurred by each Supplier.

6.10. Service Support Hours

The Service Support Hours which will be allocated to each Performance Managed Service are as follows, the applicable Service Support Hours for each Performance Managed Service being set out in the PMS Model or the MAL

Service Support Hours

10 x 5:

Monday to Friday 08:00 to 18:00 excluding English and Welsh bank holidays

10 x 6:

Monday to Saturday 08:00 to 18:00 excluding English and Welsh bank holidays

15 x 7:

Monday to Sunday 07:00 to 22:00

24 x 7:

24 hours a day, every day

7. AVAILABILITY

7.1. The AMS Supplier shall provide its FITS Services and collaborate with Other FITS Suppliers in order to ensure that the FITS Services are Available to End Users during relevant Service Support Hours.

7.2. Availability shall be measured for all Performance Managed Services and the FITS Suppliers shall suffer deductions from their Charges if they fail to achieve the Availability Service Levels for each Performance Managed Service at every Relevant Site within the Service Support Hours.

7.3. Availability shall be measured and Service Credit Points awarded in respect of each Performance Managed Service at each Relevant Site.

7.4. The Definition of Availability

7.4.1. Availability means the extent to which a FITS Service is ordinarily accessible to, usable by, performing for and responding to the Authority and all its End Users in the discharge of their functions and duties; such Availability being during Service Support Hours only. The method of measuring availability is set out for each FITS Service in the Systems of Measurement Reference Document. A FITS Service shall not be considered Unavailable during any Planned Downtime

7.4.2. Priority 3 and 4 Incidents (as defined in paragraph 8.5 below) shall not be treated as a FITS Service being Unavailable.

7.4.3. Unavailability of a Performance Managed Service commences at the point an auto generated event is logged and/or (if earlier) the incident is opened within the SIAM Supplier's IT Service Management toolset as defined in the relevant SIAM Policies, Processes and Procedures Unavailability continues until either the incident is resolved or the unavailable component is updated in the SIAM IT Service Management toolset to reflect that the component is available at the Relevant Site.

7.4.4. Availability shall be measured and Service Credit Points awarded at each individual Relevant Site.

7.5. The Definition of Relevant Site

7.5.1. A Relevant Site is a Site on the Master Site List at which the Performance Managed Service being measured is provided and either:

7.5.2. if it is a FITS Service is in FMO (ie all layers have passed their Service Commencement Date and there is no further reliance on Exiting Suppliers);
or

7.5.3. if it is a Future Service, has passed its Service Commencement Date for that Service.

7.6. The Availability Service Level Target

7.6.1. The Availability Service Level Target is the *lowest* of:

7.6.1.1. the business criticality availability target for that Performance Managed Service;

7.6.1.2. the Site Availability target for that Site as identified in the Master Sites List; and

7.6.1.3. the Attainable Availability target for that Performance Managed Service as identified in the PMS Service Model. The ICT Support Categories are defined as follows:

Where the lowest of the targets in paragraphs 7.6.1.1 to 7.6.1.3 is:	The ICT Support Category is	Availability Service Level Threshold
99.9	A	98
99.75	B	97.50
99.50	C	97.50
99	D	97

Table 2a ICT Support Category Availability Target

7.7. Each PMS Service Model assigns a business criticality level to that Performance

Managed Service. The business criticality availability targets are as follows:

Vital	99.9
Enhanced	99.75
Core	99.50
Base	99

Table 2b Business Criticality Availability Targets

7.8.

7.8.1. Each Site on the Master Sites List is assigned one of the Site Availability figures below:

99.9
99.75
99.50
99

Table 2c Site Availability Targets

7.8.2. Each Business Application on the Master Application List is assigned one of the Attainable Availability figures below:

99.9
99.75
99.50
99

Table 2d Attainable Availability Targets for Business Applications

7.9. **Service Availability Calculation**

7.9.1. Service Availability shall be calculated for each Relevant Site and Performance Managed Service in each Service Measurement Period. It shall be expressed as a percentage of the total availability period rounded down to two decimal places.

7.9.2. The Availability Period is the number of minutes in the Service Measurement Period during the Service Support Hours for the Relevant Site. The Service Support Hours applicable to each Performance Managed Service are assigned in the PMS Service Models.

7.9.3. The total number of minutes during which a Performance Managed Service is Available shall be expressed as a percentage of the total number of minutes

in the Service Measurement Period during which the Performance Managed Service ought to have been Available not including Planned Outages. Where any maintenance is planned outside Service Support Hours but not agreed it shall not be carried out (and there shall be no outage) for three hours after the end of the Service Support Hours and shall be completed no later than two hours prior to the next Service Support Hour period beginning.

7.9.4. The Service Availability for FITS Services shall be calculated:

7.9.4.1. for each individual Relevant Site; and

7.9.4.2. for each Performance Managed Service.

7.9.5. Service Availability for each Performance Managed Service at a Relevant Site shall be calculated using the following formula:

$$\text{Service Availability (\%)} = \frac{(\text{MP} - \text{SD}) \times 100}{\text{MP}}$$

Where:

MP = Total number of minutes in the Availability Period within the Service Measurement Period for that Relevant Site excluding Planned Outages; and

SD = Total number of minutes of Service Unavailability at the Relevant Site.

7.9.6. Service Credit Points shall be awarded for each 0.1% (or part thereof) that the actual Availability percentage is lower than the relevant Availability Service Level Target. The business criticality set out in the PMS Service Model shall determine the number of Service Credit Points per 0.1% that actual Availability is below the Service Level Target as follows:

Business Criticality	Service Credit Points
Vital	25
Enhanced	25
Core	25
Base	25

Table 3 Availability Service Credit Points

7.9.7. The Service Credit Points shall be apportioned between FITS Suppliers in accordance with the PMS Service Model. Where more than one FITS Supplier is in a layer in a Service Model the points allocated to that layer will be shared equally between those FITS Suppliers.

7.9.8. Service Credit Points equate to deductions from the Charges as per schedule 7.1 (Charging and Invoicing).

7.9.9. If Unavailability is less than 0.1% below the Availability Service Level

Target (or is less than a full 0.1% between two increments) Service Credit Points are nonetheless awarded as soon as the Availability Service Level Target or previous increment is breached. So against an Availability Service Level Target of 99.9%, 99.86% counts as an “increment” and 99.79% counts as “two increments” and so on.

8. INCIDENT RESOLUTION

- 8.1. An Incident commences at the point it is opened on the services ITSM Toolset (the **Incident Commencement Time**).
- 8.2. The AMS Supplier shall ensure that all Incidents are **Resolved** as soon as possible and in any event within their Incident Resolution Service Level Target. The AMS Supplier shall work together with Other FITS Suppliers to identify the cause, agree a resolution and implement the fix collaboratively.
- 8.3. The **Resolution Time** is the time that the Incident is determined to have been Resolved either by the End User, Authority or the SIAM Supplier.
- 8.4. **Priority and Incident Resolution Service Level Target**
 - 8.4.1. The Incident Resolution Service Level Target for an Incident shall be determined by the Priority Level. There are four Priority Levels and the Incident Resolution Service Level Target for each is as follows:

Priority	Incident Resolution Service Level Target	Service Level Threshold for Incident Resolution Service Level Target
P1	< 2 Service Support Hours (subject to paragraph 8.4.2 below)	<12 Service Support Hours
P2	< 4 Service Support Hours	<24 Service Support Hours
P3	< 8 Service Support Hours	<48 Service Support Hours
P4	< 16 Service Support Hours	<72 Service Support Hours

Table 4 Incident Resolution Service Level Targets

- 8.4.2. In relation to P1s only, where the Incident Resolution Service Level Target extends beyond the Service Support Hours, the Incident shall be Resolved prior to the commencement of the subsequent Service Support Hours. Where the Incident is not Resolved prior to the commencement of the subsequent Service Support Hours, the Incident Resolution Service Level Target number of hours shall be deemed expired and the time taken to Resolve the Incident after the subsequent Service Support Hours shall be excess of the target.
- 8.5. **Incident Priority**
 - 8.5.1. Incidents shall be assigned a Priority Level by the SIAM Supplier.
 - 8.5.2. The Priority Level of an Incident is determined by SIAM using the table

below as guidance:

		Impact (Sites & Number of Users)			
		1	2	3	4
Urgency	1	P1	P2	P3	P3
	2	P2	P2	P3	P4
	3	P3	P3	P4	P4
	4	P3	P4	P4	P4

Table 5 Incident Priority Level Determination

8.5.3. The Priority of an Incident is further defined as follows:

Priority	Definition
1	<p>A complete loss of Performance Managed Service(s) or business critical functionality affecting multiple users and/or unavailability of more than one Performance Managed Services.</p> <p>Failure or Unavailability of the Protective Monitoring Service that prevents Accounting Items from being collected, processed, alerted or reported and for which Accounting Item data is permanently lost.</p>
2	<p>Partial loss of Performance Managed Service(s) functionality or the unavailability of a Performance Managed Services affecting multiple users</p> <p>Failure or Unavailability of the Protective Monitoring Service that prevents Accounting Items from being collected, processed, alerted or reported.</p>
3	<p>An event impacting directly upon a single End User (or a group of End Users using a single device).</p>
4	<p>Any other event that is none of the above, is low impact affecting system or application software or infrastructure that is not evident to End Users but requires management.</p> <p>Failure or Unavailability of the Protective Monitoring Service that prevents the Protective Monitoring Service raising alerts or issuing of reports.</p>

Table 6 Impact of an Incident

8.5.4. The Urgency of the Incident shall be determined by the SIAM informed, inter alia, by the business criticality of the Performance Managed Service and set out in the PMS Service Models.

8.5.5. The Authority reserves the right to promote or demote the Priority Level of an Incident.

8.6. Vital Users

- 8.6.1. The Authority has determined that certain End Users (“**Vital Users**”) shall be entitled to faster Incident Resolution Service Level Targets for the FITS Services delivered to these End Users.
- 8.6.2. The Authority shall inform the AMS Supplier and Other Suppliers from time to time as to which End Users are Vital Users and which of their Client Devices are the subject of this paragraph. Incidents relating to such Client Devices shall be treated as Priority 1 Incidents (but Service Credits and other remedies shall only apply to the Service Level Target that would have applied but for the nomination of the matter being treated a Vital User). The SIAM Supplier shall be responsible for managing and maintaining an accurate and up to date list of the End Users and Client Devices entitled to this treatment.
- 8.6.3. The Authority reserves the right to nominate that any End User (or their Client Device) to be a Vital User. A list of such Vital Users shall be maintained by the SIAM Supplier and form a Referenced Document. The Authority may add Vital Users or delete Vital Users but such that at any one time, the number of Vital Users nominated by the Authority shall not exceed 5% of all End Users.

8.7. Resolution

- 8.7.1. The SIAM Supplier shall provide end to end Incident Management. The AMS Supplier shall work with the SIAM Supplier, Other Suppliers, Exiting Suppliers and Other Authority Providers for the provision of end to end Service Incident Management, in accordance with the Incident Resolution Service Level Targets.
- 8.7.2. Resolved means that the AMS Supplier has permanently restored the FITS Service so that it is Available and is being provided in accordance with the Agreement.
- 8.7.3. The Authority may (acting reasonably and without undue delay) agree to a Temporary Fix where:
 - 8.7.3.1. a permanent resolution would delay the restoration of Availability to an End User;
 - 8.7.3.2. a temporary work around can be provided that will achieve sufficient functionality to meet the needs of the End Users (a **Temporary Fix**); and
 - 8.7.3.3. the relevant FITS Suppliers propose a time and date at which permanent Resolution shall be achieved (an **Incident Resolution Service Level Target Recommencement Time**).

In such circumstance the Incident Resolution Service Level Target shall be suspended and associated Service Credit Points will cease to accrue from the

time that the Temporary Fix is successfully implemented until the Incident Resolution Service Level Target Recommencement Time. At the Incident Resolution Service Level Target Recommencement Time the Availability Service Level Target and the Incident Resolution Service Level Target shall apply at the original Priority Level until the Resolution and Availability is Achieved.

8.8. Service Credit Points

8.8.1. At the end of each Service Measurement Period, the number of minutes taken to Resolve Incidents shall be measured and assessed on the basis of each Priority and each Performance Managed Service.

8.8.2. Priority 1 and 2

8.8.2.1. In respect of each Performance Managed Service, the number of minutes taken to Resolve each Priority 1 and Priority 2 Incident shall be calculated. The extent to which the Resolution Time exceeds the Incident Resolution Service Level Target shall be the basis on which Service Credit Points shall be awarded as per tables 7 and 8 below.

8.8.2.2. For the avoidance of doubt, every single Priority 1 and Priority 2 Incident which is not Resolved within the Incident Resolution Service Level Target attracts Service Credit Points separately (not as a mean over the Service Measurement Period).

8.8.3. Priority 3 and Priority 4

8.8.3.1. the mean number of minutes taken to Resolve all Priority 3 Incidents shall be calculated and the extent to which the mean Resolution Time exceeds the Incident Resolution Service Level Target shall be the basis on which Service Credit Points shall be awarded as per table 9 below;

8.8.3.2. the mean number of minutes taken to Resolve all Priority 4 Incidents shall be calculated and the extent to which the mean Resolution Time exceeds the Incident Resolution Service Level Target shall be the basis on which Service Credit Points shall be awarded as per table 10 below.

8.8.4. P1 and P2 Service Credit Points shall be apportioned between the FITS Suppliers as allocated in the relevant Performance Managed Service PMS Service Model. Where more than one FITS Supplier is in a layer in a Service Model the points allocated to that layer will be shared equally between those FITS Suppliers.

8.8.5. SIAM shall be allocated 7% of the Service Credit Points for P3 Incidents. The balance of the Service Credit Points for P3s shall be allocated according to the percentage proportion of the total number of P3s which are

demonstrated to be the fault of the FITS Supplier as identified on the Incident closure ticket.

8.8.6. SIAM shall be allocated 7% of the Service Credit Points for P4 Incidents. The balance of the Service Credit Points for P4s shall be allocated according to the percentage proportion of the total number of P4s which are demonstrated to be the fault of the FITS Supplier as identified on the Incident closure ticket.

8.8.7. Where, as shown in tables 7 and 8 below, a negative number of Service Credit Points are awarded, these shall apply as a deduction from other Service Credit Points accrued and shall not lead to a bonus or additional payment.

Table Service Credit Points

Priority	Incident Resolution Service Level Target	Incident Resolution Time (Hours)															Further similar increments	Service Level Threshold
		≤1	>1 & ≤2	>2 & ≤3	>3 & ≤4	>4 & ≤5	>5 & ≤6	>6 & ≤7	>7 & ≤8	>8 & ≤9	>9 & ≤10	>10 & ≤11	>11 & ≤12	>12 & ≤13	>13 & ≤14	>14 & ≤15		
		Service Credits incurred for each FITS Service or Business Application																
1	2 hrs	-50	0	50	50	100	150	200	250	300	350	50 per additional 2 hour increment	>12 hours					

Table 7 Incident Resolution (Priority 1) Service Credit Points

		Incident Resolution Time (Hours)																	
Priority	Incident Resolution Service Level Target	<1	>1 & ≤2	>2 & ≤3	>3 & ≤4	>4 & ≤5	>5 & ≤6	>6 & ≤7	>7 & ≤8	>8 & ≤9	>9 & ≤10	>10 & ≤11	>11 & ≤12	>12 & ≤13	>13 & ≤14	>14 & ≤15	>15 & ≤16	Further similar increments	Service Level Threshold
		Service Credits incurred for each FITS Service or Business Application																	
2	4 hrs	-50	0	50	200	250	300	50 per additional 4 hour increment	>24 hours										

Table 8 Incident Resolution (Priority 2) Service Credit Points

Priority	98% Incident Resolution Service Level Target (mean of P3s)	Incident Resolution Time (Hours)						Service Level Threshold
		>1 & ≤8	>8 & ≤16	>16 & ≤24	>24 & ≤32	>32 & ≤40	Further similar increments	
		Service Credits incurred for each FITS Service or Business Application						
3	8 hrs	0	500	1000	1500	2000	500 per additional 8 hour increment	>48 hours

Table 9 Incident Resolution (Priority 3) Service Credit Points

		Incident Resolution Time (Hours)						
Priority	98% Incident Resolution Service Level Target (mean of P4s)	>1 & ≤16	>16 & ≤32	>32 & ≤48	>48 & ≤64	>64 & ≤80	Further similar increments	Service Level Threshold
		Service Credits incurred for each FITS Service or Business Application						
4	16 hrs	0	500	1000	1500	2000	500 per additional 16 hour increment	>72 hours

Table 10 Incident Resolution (Priority 4) Service Credit Points

9. SECURITY INCIDENT SEVERITY

- 9.1. Security Incidents shall be assigned a Severity based on the GovCertUK Incident Response Guidelines, summarised in table 11, unless otherwise agreed with the Authority.
- 9.2. The Severity of the Security Incident shall be determined by the SIAM Supplier. The SIAM Supplier shall use as a guide the Security Incident definitions as set out in table 11 below. The SIAM Supplier shall not depart from these principles without good reason.

Severity	Definition	Resolution Priority
Critical	Any Security Incident which may cause the degradation of vital essential services for a large number of Users, involve a serious breach of network security, affect mission critical equipment or services or damage public confidence in the Government. and/or Security Incidents that are, or are suspected to be, a	Priority 1

Severity	Definition	Resolution Priority
	concerted, repeated, targeted, effort- causing harm to confidentiality, integrity or availability of ICT systems or data. (This can include incidents from GSi, PSN, GCSx, xGSi, CJ*, GSX, GCX, PNN, N3, etc.)	
Significant	Security Incidents which are not Critical and which may impact a smaller group of Users, disrupt non-essential services, breach network security policy, or affect the reputation of Government bodies and services. and/or Security Incidents that are, or are suspected to be, targeted attacks attempting to cause harm to confidentiality, integrity or availability of ICT systems or data. and/or Security Incidents in relation to GSi, PSN, GCSx, xGSi, Police networks, GSX, GCX, PNN, N3, etc.	Priority 2
Minor	Security Incidents which are not Critical or Significant and which can be handled by local IT and security offices. These Incidents do not typically impact IT services such as unsuccessful denial-of-service attacks or the majority of network monitoring alerts. and/or Security Incidents that are not likely to be targeted at the Authority or its Business Units and/or Instances where IT Teams reasonably believe behaviour is suspicious	Priority 3
Negligible Impact	Security Incidents which are not Critical, Significant or Minor and which are in general considered to be part of normal IT support operations. These Security Incidents would include receipt of an isolated spam or anti-virus alert, minor computer hardware failure, loss of network connectivity to a peripheral device or loss of access to an external, non-essential service. and/or Events that are of a cryptographic nature, loss of laptops / media, protective marking breaches and incidents of a similar nature (provided in each case that the particular incident does not fall within a higher severity category)	Priority 4

Table 11 Security Incident Severity and Priority

- 9.3. The Authority reserves the right to determine a Security Incident Resolution Priority for any Security Incident different from that assigned by the SIAM Supplier.

- 9.4. The AMS Supplier and Other Suppliers shall accept and work to the Security Incident Resolution Priority.
- 9.5. The SIAM Supplier shall provide Security Incident management in accordance with the Security Incident Severity and Priority definitions set out in table 11.
- 9.6. The AMS Supplier shall work with the SIAM Supplier, Other Suppliers, Exiting Suppliers and Other Authority Providers for the provision of Security Incident management, as set out in schedule 2.1 (Service Requirements), in accordance with the Security Incident Resolution Service Level Targets as set out in table 12 below .

Priority Level	Acknowledgement Time Target	Submission of Security Incident Resolution Plan Target
Priority 1	≤ 30 minutes (being real elapsed time irrespective of Support Hours)	≤ 24 hours (being real elapsed time irrespective of Support Hours)
Priority 2	≤ 1 Service Support Hour	≤ 3 Working Days
Priority 3	≤ 4 Service Support Hours	≤ 5 Working Days unless otherwise agreed with the Authority. (The Authority will act reasonably in granting additional days where such time would not exceed the Authority's patching policy)
Priority 4	≤ 8 Service Support Hours	≤ 15 Working Days unless otherwise agreed with the Authority

Table 12 Security Incident Acknowledgement Time and Resolution Plan Submission Targets

The Priority will have been determined initially by the Service Desk. Acknowledgement means that the AMS Supplier must have reacted, recognised the issue and made contact with the SIAM Supplier and the Authority to determine how serious the matter is and if there is immediate action to be taken. Following such acknowledgement the SIAM may reprioritise the Security Incident.

- 9.7. **Security Incident Service Credit Points**
- 9.7.1. Security Incident Service Credit Points are incurred by failing to achieve the Service Level Targets for any single Security Incident Resolution, as set out in tables 12a, 13, 14, 15 and 16.
- 9.7.2. Within a Service Measurement Period each Security Incident shall incur Service Credit Points as set out in tables 12a, 13, 14, 15 and 16 below.

9.8. Security Incident Resolution

9.8.1. Incident Resolution Times for any single Security Incident shall exclude any additional resolution time in relation to which all of the following apply:

9.8.1.1. the Security Incident's Resolution was delayed by a failure of an Exiting Supplier to report and/or assist as required under its Existing Contract in the Resolution of the Incident; and

9.8.1.2. the Supplier seeking to rely on this exclusion has performed all of its applicable obligations as they relate to the Security Incident and used all reasonable endeavours to resolve the Security Incident and mitigate its impact.

9.8.2. Where the Service Level Thresholds set out in tables 13, 14, 15 and 16 are exceeded, paragraph 19 of this schedule 2.2 (Service Performance Management) shall apply.

9.9. Security Incidents in relation to Vulnerability Management

9.9.1. The Security Incidents process shall be used to provide high level control and measurement of Vulnerability management

9.9.2. The AMS Supplier shall create a new Security Incident for their own service for each new Vulnerability that is declared by the product hardware and software vendor(s), or vulnerability announcement site, if the Vulnerability relates to the AMS Supplier's deployed items of technology (that is, without limitation, the AMS Supplier's equipment, devices, hardware, software or any item for racking, storage, routing, connection, power or transmission).

9.9.3. Notwithstanding paragraph 9.9.2 above, a Security Incident related to the declaration of a Vulnerability pursuant to paragraph 9.9.2 above shall be raised by the AMS Supplier within (1) one Working Day of the earlier of:

9.9.3.1. its declaration; or of

9.9.3.2. the vulnerability's general disclosure or discovery by the AMS Supplier; or of

9.9.3.3. the notification to the AMS Supplier by the SIAM Supplier or the Authority.

9.9.4. The AMS Supplier shall create and provide a Security Incident Resolution Plan in accordance with the Security Incident Resolution Service Level Targets set out in table 12 above which is mapped on the Authority's patching policy in table 12a below. The Security Incident Resolution Plan time line shall be in line with the Authority's patching policy, unless otherwise agreed with the Authority. The Priority shall be determined by the ratings in table 12a below and the AMS Supplier shall liaise with the SIAM Supplier where there is any uncertainty.

- 9.9.5. Security Incidents related to Vulnerabilities on User end-point devices shall be considered appropriately addressed when the mitigation is deployed to 80% of exposed endpoints, on the condition that the mitigation is expected to continue to roll out and where there is a mechanism and monitoring to ensure that this happens as expected until either full or Authority mitigation levels are achieved.

Vulnerability Management Service Level Targets

Resolution Priority	Alignment with Authority Patching Policy	Rating	Security Incident Resolution Plan	Patch Deployment Time allowable by patching policy
Priority 1	Emergency	Used only where a Vulnerability is deemed an emergency due to the high threat posed by the exposure	≤ 24 hours (being real elapsed time irrespective of Support Hours)	< 4 days (being real time irrespective of Support Hours)
Priority 2	Routine – Critical & Important	CVSS ≥ 7	≤ 3 Working Days	< 15 calendar days
Priority 3	Routine Medium	$4 < \text{CVSS} < 7$	≤ 5 Working Days, unless otherwise agreed with the Authority.	< 60 calendar days
Priority 4	Routine Low	CVSS < 4	≤ 15 Working Days, unless otherwise agreed with the Authority	< 90 calendar days

Table 12a – Mapping of Vulnerability management timeline to Security Incident and Resolution timelines

- 9.9.6. Where the Security Incidents relating to Vulnerability Management is not Resolved within the Target, Service Credit Point shall be calculated as follows:

Where not relating exclusively to non-endpoint devices:

Number of incidents that are not Resolved X (the number of cycles overdue)
X 100

For example a P2 which has 30 instances where 28 were addressed (leaving 2 unaddressed) would incur

$2 \times 1 \times 100 = 200$ - When it became overdue at day 16

$2 \times 2 \times 100 = 400$ - When it became overdue at day 31

$2 \times 3 \times 100 = 600$ - When it became overdue at day 46

etc until all instances are mitigated at which point the Security Incident would become closed and no further Service Credits are due.

Resolved means finally resolved whether by patching or otherwise. A cycle means the length of the relevant Target (being either the Acknowledgement Time, Security Incident Resolution Plan Target or the time set out in the agreed Security Incident Resolution Plan).

- 9.9.7. Where solely relating to an end point devices for end point; Where a Security Incident, related to Vulnerability Management, is not considered closed (ie Resolved on 80% of end point devices in deployment) in the Target the service penalties shall be calculated:

(The number of cycles overdue) X 1000

For example a P2 which

1 x 1000 = 1000 - When it became overdue at day 16

2 x 1000 = 2000 - When it became overdue at day 31

3 x 1000 = 3000 - When it became overdue at day 46

etc. until 80% deployment is reached at which point the security incident would become closed (subject to the condition at 9.9.5) and no further Credits are due.

These are Shared Service Levels but are not apportioned between FITS Suppliers except between the SIAM Supplier (7%) and the relevant FITS Supplier (that is, the FITS Supplier whose technology is impacted by the Vulnerability).

Security Incident Service Credit Points

The following Service Level Targets are measured and applied for Security Incidents at the end of each Service Measurement Period.

These are Shared Service Levels but are not apportioned between FITS Suppliers except between the SIAM Supplier (7%) and the relevant FITS Supplier (that is, the FITS Supplier whose technology is impacted by the Security Incident).

Note: The number of service credits for insertion below will reflect the similar number of credits in the Incident

Note: In the case of P1 incidents the time is real calendar elapsed-time irrespective of Service Support Hours. In relation to other Priorities time relates to Service Support Hours

Priority	Service Type	Security Incident Service Level Target	Security Incident Response Time							
			0.5 hour	1 hour	1.5 hours	2 hours	2.5 hours	3 hours	each additional 0.5 hours	Service Level Threshold
1	Response	30 mins (elapsed time)	0	500	600	700	800	900	100	4 hours
		Security Incident Service Level	1 day	2 day	3 day	4 day	5 day	6 day	each additional day	Service Level Threshold
	Security Incident Resolution Plan	1 day (elapsed time)	0	500	600	700	800	900	100	7 days

Table 13 Security Incident (Priority 1) Service Credit Points

Priority	Service Type	Security Incident Service Level Target	Security Incident Response Time								Service Level Threshold
			1 hour	2 hour	3 hours	4 hours	5 hours	6 hours	each additional hour	1	
2	Response	1 hour	0	500	600	700	800	900	100		7 hours
		Security Incident Service Level	3 day	6 day	9 day	12 day	15 day	18 day	each additional 3 days		Service Level Threshold
	Security Incident Resolution Plan	3 days	0	500	600	700	800	900	100		21 days

Table 14 Security Incident (Priority 2) Service Credit Points

Priority	Service Type	Security Incident Service Level Target	Security Incident Response Time								Service Level Threshold
			4 hour	8 hour	12 hours	16 hours	20 hours	24 hours	each additional hour	4	
3	Response	1 hour	0	500	600	700	800	900	100		28 hours
		Security Incident Service Level	5 day	10 day	15 day	20 day	25 day	30 day	each additional 5 days		Service Level Threshold
	Security Incident Resolution Plan	5 day	0	500	600	700	800	900	100		35 days

Table 15 Security Incident (Priority 3) Service Credit Points

Priority	Service Type	Security Incident Service Level Target	Security Incident Response Time-								Service Level Threshold
			8 Hour	16 Hour	24 hour	32 hour	40 hour	48 hour	each additional 8 hour		
4	Response	1 hour	0	500	600	700	800	900	100		56 hours
		Security Incident Service Level	15 days	25 days	35 days	45 days	55 days	65 days	each additional 10 days		Service Level Threshold
	Security Incident Resolution Plan	15 day	0	500	600	700	800	900	100		85 days

Table 16 Security Incident (Priority 4) Service Credit Points

Other Security Service Level Targets

Ref	Service Description	Service Level	Service Level Target	Associated Service Credits	
				Service Credits Applicable	Service Credit Points per incident
SI1	Security Incident Resolution Plan	Number of Security Incident Resolution Plans not Approved on first submission	0	Service Credit Points shall apply for every instance above the Target	500
SI2	Security Incident Resolution Plan	Number of instances where the Security Incident Resolution Plan is not implemented to the timeframe contained within the Approved Plan	0	Service Credit Points shall apply for every instance above the Target	300 for each incident which has exceeded its Service Level Target in that Service Measurement Period 600 for each incident which has previously attracted Service Credit Points
SI3	Vulnerability Management	Number of Vulnerabilities not declared within one (1) Working Day of the Vulnerability Notice being issued	0	Service Credit Points shall apply for every instance above the Target	300
SI4	Vulnerability Management	Number of Vulnerability Management reports not delivered within the agreed timeline as defined within Schedule 2.1	0	Service Credit Points shall apply for every instance above the Target	300

Table 17 Other Security Service Level Targets

10. PROBLEM MANAGEMENT

- 10.1. Following the creation of a Problem Record, the SIAM Supplier shall assign the Problem Record a priority level of critical, medium or low. In determining the priority level, the SIAM Supplier shall act reasonably, in accordance with Good Industry Practice and shall take into account (non-exhaustively) the impact on End Users, the frequency of the recurrence of Incidents, the business criticality, reputational impact for the Authority and the impact on Other Suppliers. The SIAM Supplier shall consult with the Authority in determining the priority levels.
- 10.2. The SIAM Supplier shall notify the FITS Supplier of the Problem Record and its assigned priority level and the date and time of such notification shall be the Problem commencement.
- 10.3. A Known Error Record shall be created in respect of each Problem within the time period for the Problem priority level in table 18 below and the AMS Supplier shall work with other FITS Suppliers to achieve this timescale. A Problem for which a Known Error Record is not created within the priority time for that priority level shall be an Aged Problem.
- 10.4. During each Service Measurement Period the number of Aged Problems of each priority level across all FITS Services shall be expressed as a percentage of all Problems which at the end of the Service Measurement Period are live (that is, they are the subject of a Problem Record but a Known Error Record has not yet been created).

Problem Priority Level	Known Error Record Creation	Service Level Target
Critical	15 calendar days	≥85%
Medium	20 calendar days	≥85%
Low	30 calendar days	≥85%

Table 18 Problem Management Targets

- 10.5. One thousand (1,000) Service Credit Points shall be awarded in respect of the first 1% increment or part thereof and five hundred (500) Service Credit Points shall be awarded in respect of each subsequent 1% increment or part thereof in respect of which the number of Aged Problems is below the Service Level Target. This shall be calculated and applied separately for each Problem priority level.
- 10.6. The Service Credit Points shall be apportioned equally between all those FITS Suppliers whose Services (or any part) have passed a Service Commencement Date.
- 10.7. Upon selection of the 'On hold' function in ServiceNow, Service Level monitoring of the associated Incident ticket detailed in paragraph 10.4 will be suspended until the 'On hold' function is deselected.

11. CATALOGUE REQUESTS

11.1. Catalogue Change Requests are a call off from a pre-defined item from the Service Catalogue.

11.2. Catalogue Change Requests

11.2.1. The AMS Supplier shall fulfil all Catalogue Change Requests in accordance with the fulfilment time in the Service Catalogue. Where there is no fulfilment time stated in the Service Catalogue, the fulfilment time shall be set reasonably by the Authority on a case by case basis and notified to the relevant AMS Supplier.

11.2.2. The fulfilment of the following Service Catalogue items (**Measured Catalogue Items**) shall be each measured and shall be the subject of a Shared Service Level and shall attract Service Credit Points.

Request a shared mailbox
Request access to a shared mailbox
Create a new user
Request a Desktop or Business Application
Add user to a distribution list
Amend a user account
Disposal of hardware
Installation of software
Request for telephony account
Update Global address list details

Table 19 Measured Catalogue Items

11.2.3. The Authority shall be entitled to add further Measured Catalogue Items at its discretion and without amendment to the Charges provided that:

11.2.3.1. there shall not be more than 20 Measured Catalogue Items at any one time; and

11.2.3.2. any new Measured Catalogue Item shall not attract Service Credit Points in the first Service Measurement Period it is added.

11.2.4. Without prejudice to paragraph 11.2.3. above:

11.2.4.1. the Authority may review the Measured Catalogue Items and replace or revise the list through the Change Control Procedure.

11.2.4.2. Where there are consistently less than twenty requests made in sequential category in any Service Measurement Periods, the Authority – acting reasonably, will replace or remove that category.

11.2.5. 99% of all Catalogue Change Requests shall be fulfilled within their fulfilment time.

11.2.6. At the end of each Service Measurement Period each Catalogue Change Request that has been fulfilled in that Service Measurement Period shall be

taken to calculate:

- 11.2.6.1. the mean fulfilment time of Service Catalogue Change Requests for each Measured Catalogue Item (so that there shall be up to 20 mean averages calculated depending on the number of Measured Catalogue Items extant); and
- 11.2.6.2. the mean fulfilment time across all other Service Catalogue Change Requests collectively (that is, a single mean average for all Catalogue Change Requests which are not Measured Catalogue Items).
- 11.2.7. One thousand (1,000) Service Credit Points shall be awarded in respect of the first 1% increment or part thereof and five hundred (500) Service Credit Points shall be awarded in respect of each subsequent 1% increment or part thereof in respect of which the mean average fulfilment time of each is below 99%. This shall be calculated and applied separately for each Measured Catalogue Item and collectively for all other Catalogue Change Requests.
- 11.2.8. The Service Credit Points shall be apportioned as follows:

Catalogue Change Request	Service Credits Points awarded to
Measured Catalogue Items (which are measured individually)	FITS Supplier relevant to that Measured Catalogue Item
All other Catalogue Change Requests (which are measured collectively)	Apportioned equally between all those FITS Suppliers whose Services (or any part) have passed a Service Commencement Date

Table 20 Catalogue Change Request Service Credit Points

12. REQUESTS FOR SERVICE

- 12.1. Service Credits shall be levied where the AMS Supplier fails to responds in a timely way to the proposal creation initiated via a Requests for Service through the SIAM Supplier's Change and Evaluation Management processes.
- 12.2. Requests for Service (including Future Services) shall be initiated by the Authority within the SIAM Supplier's Change management service tooling. Service Credit Points shall apply each Working Day that the Lead Supplier fails to deliver the proposal response to the RFS request. Working days will commence from the date the work has been assigned to the Lead Supplier.

Request for Service	Response delivered to SIAM	Service Credits	Service Credits Points awarded to
Small Change	15 working days	40	Lead Supplier

Medium Change	25 working days	60	Lead Supplier
Large Change	35 working days	100	Lead Supplier

Table 21 Requests for Service

- 12.3. Once a Request for Service has been the subject of a Change Authorisation and where its delivery is governed by Schedule 6.1 (Project Management), the Project Notification shall set out whether Delay Payments will apply to that Project and to the provision by the Lead Supplier of the Project Documentary Deliverables pursuant to paragraph 1.10 of Schedule 6.1 (Project Management).

13. IT SERVICE CONTINUITY MANAGEMENT

- 13.1. IT Service Continuity Management (ITSCM) is the restoration of the FITS Services and/or Business Applications to the agreed Recovery Point Objective (RPO) and Recovery Time Objective (RTO) to support the overall Authority Business Continuity Strategy and Plans. IT Service Continuity Management (ITSCM) is a TSA obligation of each FITS Supplier. The Total end-to-end application recovery time from invocation shall be:

	Service Product	Service Level	RTO Lower Threshold	Service Credits Applicable		Weight
1	Total end-to-end application recovery time from invocation *	Cat. "A"	4 elapsed hours*	None		

*This timeframe runs from the time the total end-to-end Application Recovery time from invocation in respect of the applicable Hosting Services as set out at paragraph 12.3.2.3 of schedule 2.2 of the contract for Hosting Services.

- 13.2. The Authority shall determine that a matter is a Business Continuity issue at its discretion and shall invoke the relevant ITSCM Plan(s) accordingly (such notice being the **ITSCM Invocation**). The AMS Supplier shall invoke and implement its ITSCM Plan, including relevant DR Plans, accordingly and shall deliver the FITS Services in the manner and to the standards in the ITSCM Plan of the affected FITS Services within the timescales set out at 13.1 above.
- 13.3. The period from the time of ITSCM Invocation to the end of the ITSCM Availability Restoration Period shall not be taken into account in the calculation of Availability for the affected Performance Managed Service(s) at the affected Site(s). At the end of the ITSCM Availability Restoration Period, the affected FITS Services shall be treated as being Available provided that the ITSCM Plan has been (and continues) to be implemented in accordance with its provisions. If the ITSCM Plan is not implemented in accordance with the standards and service levels therein (or ceases to be), the application of the Availability Service Level shall apply to the affected Performance

Managed Service.

14. SERVICE ASSET AND CONFIGURATION MANAGEMENT

14.1. The SIAM Supplier shall create a CMDB and any associated data repositories and the AMS Supplier shall accurately populate the sections of the CMDB as relates to the AMS Services and the assets provided or made available by the AMS Supplier. The AMS Supplier shall ensure that the CMDB is as continuously up to date as is reasonably practicable and in any event shall update it to reflect any new, changed or removed items within 2 Working Days of the relevant item being deployed in the FITS Services, removed from the FITS Services, provided at a Site, moved or changed.

14.2. The method of measurement for the below shall be captured in the SMRD and shall be apportioned by dividing equally across all those FITS Suppliers who have passed SCD.

Accuracy of CMDB	≥98%	Service Credit Points shall apply for every 0.1% or part thereof below the Target	1000
Percentage of operational updates applied to CMDB within 2 Working Days	≥95%	Service Credit Points shall apply for every 1% or part thereof below the Target	1000

Table 22 Service Asset and Configuration Management

15. UNIQUE SERVICE LEVELS

15.1. The AMS Supplier and Other Suppliers shall deliver the FITS Services and components thereof to meet other Service Levels set out in the relevant Annexes to this schedule 2.2 (Service Performance Management).

16. KEY PERFORMANCE INDICATORS (KPI)

16.1. The AMS Supplier and Other Suppliers shall deliver the FITS Services and components thereof to meet the KPIs set out in the relevant Annexes to this schedule 2.2 (Service Performance Management).

17. LIABILITY AND DEDUCTIONS

17.1. **Not used**

17.2. **Not used**

18. BUSINESS APPLICATION PERFORMANCE MANAGEMENT

18.1. The SIAM Supplier shall work with the AMS Supplier and Other Suppliers to ensure that Application Performance Management can be undertaken for the Business Applications that are in scope as set out in the Master Application List and/or Annex A of this schedule 2.2 (Service Performance Management). The AMS Supplier shall work with the SIAM Supplier and Other Suppliers to ensure that APM can be undertaken for these Business Applications.

18.2. The Authority shall inform the AMS Supplier and Other Suppliers of the Business

Applications for which end to end APM will be implemented. These shall be set out in the MAL.

- 18.3. The initial number of Business Applications that will have end to end APM implemented shall be forty (40). An additional five (5) Business Applications may be selected at any time by the Authority to have APM undertaken for them for the purpose of on-going Problem determination.
- 18.4. Any new Business Application that is developed and deployed during the course of this Agreement shall have end to end APM Service Level Targets set and APM implemented, unless agreed otherwise with the Authority. The total number of Business Applications that have end to end APM implemented shall be incrementally increased accordingly.
- 18.5. For new Business Applications developed during the course of this Agreement, initial end to end APM Service Level Targets shall be defined as requirements during the service design phase and design and development of Business Applications. The AMS Supplier and Other Suppliers shall co-operate to define the end to end APM Service Level Targets in a form satisfactory to the Authority.
- 18.6. For any Business Application that has existing end to end APM Service Level Targets the Suppliers shall ensure that, following the Service Commencement Date, the Business Application performance is at least equal to or better than the Business Application performance prior to the Service Commencement Date and that existing end to end APM Service Level Targets continue to be met.
- 18.7. For Business Applications that are in scope and that have no established APM Service Level Targets, the AMS Supplier shall work with the Other Suppliers to measure end to end Business Application performance by means of up to fifteen (15) performance transaction tests per Business Application. The Business Application performance transaction tests shall be used as the means of measuring the elapsed end to end time taken for a specified transaction to be completed and the results delivered to the End User.
- 18.8. For Business Applications that are in scope and for which there are less than fifteen (15) performance transaction tests, the AMS Supplier shall work with the Other Suppliers and shall co-operate with the Authority to identify, develop and agree additional performance transaction tests.
- 18.9. The Authority, the AMS Supplier and Other Suppliers shall take account of the following in selecting transactions to be measured by the Business Application performance transaction tests:
 - 18.9.1. where measurement of transaction response times is to be based on sampling, the AMS Supplier shall work with the Other Suppliers to ensure that sufficient data is collected both to establish the end to end APM Service Level Target baselines and subsequently to monitor performance against the end to end APM Service Level Targets. The data collected shall be statistically significant; and

-
- 18.9.2. if at any point the AMS Supplier wishes to revise how the response time for a transaction is measured, then the AMS Supplier shall run both measurement regimes in parallel, with the costs borne by the Party requesting the revision, for a period of not less than three (3) months to enable the Authority to assess the impact of the proposed change to the measurement regime.
- 18.10. Prior to the Service Commencement Date for the relevant Business Application, the AMS Supplier shall work with the Other Suppliers and shall co-operate with the Other Suppliers to implement and utilise end to end APM tooling as set out in schedule 2.1 (Service Requirements).
- 18.11. Prior to the Service Commencement Date for any Business Application the AMS Supplier and the Other Suppliers shall agree to the Authority's satisfaction:
- 18.11.1. the Authority Sites to which the Business Application is to be delivered; and
- 18.11.2. which of the Authority Sites shall be used for the purpose of monitoring the Business Application performance for the measurement of end to end APM Service Level Targets.
- 18.12. For Business Applications that have established and agreed end to end APM Service Level Targets the Service Credits shall apply from the Service Commencement Date.
- 18.13. For Business Applications that do not have established end to end APM Service Levels the Service Credits shall apply on the start of the first service day of the fourth Service Measurement Period following the Service Commencement Date.
- 18.14. The AMS Supplier shall make available all APM monitoring data to the Authority on request.
19. **OTHER REMEDIES AND ESCALATION OF SERVICE LEVEL TARGETS AND SERVICE LEVEL THRESHOLD FAILURES**
- 19.1. This paragraph 19 of schedule 2.2 (Service Performance Management) provides an escalation mechanism for repeated, persistent and critical failures.
- 19.2. Service Level Target Failures and Escalation
- 19.2.1. Service Level Target Failures apply to each FITS Supplier individually and, for the purposes of this paragraph 19 and Critical Service Failures, shall have the meaning in the context of each Service Level Target set out in the 2 column of table 23.
- 19.2.2. If a Service Level Target Failure occurs, a notice of such shall be issued to the relevant FITS Supplier by the SIAM Supplier and/or the Authority. The Authority may choose not to issue Service Level Target Failure notices in any Service Measurement Period and/or against any Service Level Target and/or any Relevant Site and/or any FITS Service (and to instruct SIAM Supplier not to) without waiving its right to do so in the subsequent Service Measurement Periods and/or for other Sites and/or FITS Services.
-

- 19.2.3. If the AMS Supplier receives the number of Service Level Target Failures set out in the 2 column of table 23, it shall prepare, submit and implement an action plan in accordance with paragraph 19.3. The requirement to prepare an action plan shall be notified to the AMS Supplier by SIAM.
- 19.2.4. If the AMS Supplier receives the number of Service Level Target Failures set out in the 3 column of table 23, it shall prepare, submit and implement a Recovery Plan in accordance with paragraph 19.4. The requirement to prepare a Recovery Plan shall be notified to the AMS Supplier by SIAM.
- 19.3. **Action Plan**
- 19.3.1. An action plan is a plan to mitigate any continuing trend to the Authority. Where the AMS Supplier is required to prepare, submit and implement an action plan it shall prepare and submit such plan for approval within 5 Working Days of SIAM's notification, cooperating and working with SIAM and Other FITS Suppliers as necessary. The Authority shall act reasonably and expediently in approving or rejecting the action plan. If rejected the AMS Supplier shall address any concerns notified to it by the Authority and resubmit the plan for approval within a further 3 Working Days. Upon approval the action plan shall be implemented by the AMS Supplier.
- 19.4. **Recovery Plan**
- 19.4.1. A Recovery Plan is a plan to mitigate any continuing trend to the Authority. Where the AMS Supplier is required to prepare, submit and implement an Recovery Plan it shall prepare and submit such plan for approval within 5 Working Days of SIAM's notification, cooperating and working with SIAM and Other FITS Suppliers as necessary. The Authority shall act reasonably and expediently in approving or rejecting the action plan. If rejected the AMS Supplier shall address any concerns notified to it by the Authority and resubmit the plan for approval within a further 3 Working Days. Upon approval the action plan shall be implemented by the AMS Supplier.
- 19.5. **Critical Service Failures**
- 19.5.1. Where the circumstances in the 4 column of table 23 apply the Authority may notify the AMS Supplier in writing that it has committed a Critical Service Failure and:
- 19.5.1.1. the Authority may effect the provisions of clause 57.1.3.6 of this Agreement (Termination for Cause by the Authority) and/or clause 62.1 (Step-In Rights); and
- 19.5.1.2. the provisions of clause 12.5 of the TSA may apply such that Service Credits shall not be the Authority's exclusive financial remedy in relation to the occurrence of Critical Service Failure(s) and that any further Critical Service Failures relating to the same Service Level category in column 1 of table 23 shall attract

damages for whichever is the later of:

- (a) a period of two months from the occurrence of the further Critical Service Failure; or
- (b) where the Critical Service Failure has a single cause or the repetition of a single cause, the date on which the further Critical Service Failure is rectified; or
- (c) where the Critical Service Failures have multiple causes, the date on which the AMS Supplier has satisfied the Authority (acting reasonably) that the underlying causes of the Critical Service Failure(s) have been identified and rectified.

For the avoidance of doubt, the Authority may elect to continue to claim Service Credits in respect of the said Critical Service Failure instead of damages; and

- 19.5.1.3. other FITS Suppliers shall be relieved of any apportionment of the Service Credit Points.

19.6. Multiple Performance Managed Service Failures

19.6.1. Where, in any single Service Measurement Period:

- 19.6.1.1. Availability is below the Availability Service Level Target for a Relevant Site and in respect of one or more Performance Managed Services, and

- 19.6.1.2. a Supplier Cause Analysis determines that the cause of the majority of the minutes of Unavailability is the FITS Service delivered by a single FITS Supplier and for the same root cause (majority in this circumstance meaning more than half),

the Authority reserves the right (but not the obligation) at its absolute discretion to set aside the apportionment between FITS Suppliers in the relevant PMS Service Model and instead allocate the Service Credit Points as follows:

- 19.6.1.3. 7% to the SIAM Supplier;

- 19.6.1.4. 60% to the Supplier who is at fault as determined by the Supplier Cause Analysis;

- 19.6.1.5. 33% to the Other FITS Suppliers in the PMS Service Model.

- 19.6.2. Such apportionment shall apply to the Service Measurement Period in question only and for the avoidance of doubt the Authority may decide to apply this discretion differently from time to time. The provisions of this paragraph 19.6.2 shall be without prejudice to the Authority's rights pursuant to clause 12.5 of this Agreement.

- 19.6.3. If the Service Availability of the FITS Service or Business Application on completion of the Recovery Plan fails to achieve the Service Level Target, due to a related Incident, in the following Service Measurement Period then this shall constitute a Critical Service Failure.

19.7. Repeated KPI Breaches

- 19.7.1. Where a KPI is not achieved in any three (3) Service Measurement Periods out of six (6) Service Measurement Periods on a rolling six (6) month basis, the SIAM Supplier working with the AMS Supplier and Other Suppliers shall highlight this to the Authority within five (5) Working Days of the third instance of KPI non-achievement. The AMS Supplier shall work with the SIAM Supplier and Other Suppliers to enable the SIAM Supplier to fulfil the obligations in this paragraph 19.7.1 of schedule 2.2 (Service Performance Management).
- 19.7.2. The Authority shall determine whether a Recovery Plan is required. If the Authority deems that a Recovery Plan is required then the Authority shall notify the SIAM Supplier and:
- 19.7.2.1. the SIAM Supplier, working with the AMS Supplier and Other Suppliers, shall produce a Recovery Plan and submit the Recovery Plan to the Authority within ten (10) Working Days of notification from the Authority. The AMS Supplier shall work with the SIAM Supplier and Other Suppliers in the production of a Recovery Plan for submission to the Authority within ten (10) Working Days of notification from the Authority;
- 19.7.2.2. the Recovery Plan shall specify the remedial actions and activities to be undertaken and the recovery period;
- 19.7.2.3. the Authority shall review the Recovery Plan (including timescales), and decide whether to Approve the Recovery Plan;
- 19.7.2.4. following Approval, the AMS Supplier and Other Suppliers shall commence implementation of the Approved Recovery Plan within five (5) Working Days; and
- 19.7.2.5. the implementation of the Recovery Plan shall be reviewed on a weekly basis by the SIAM Supplier and relevant Suppliers until the Recovery Plan is completed. The AMS Supplier shall work with the SIAM Supplier, if requested to do so by the SIAM Supplier, to review the implementation of the Recovery Plan on a weekly basis until the Recovery Plan is completed.
- 19.7.3. If the KPI achievement on completion of the Recovery Plan remains below the KPI target in the following Service Measurement Period then the Authority reserves the right to promote the KPI to be a Service Level Target.
- 19.7.4. The Authority reserves the right, on a Quarterly basis, to promote any KPI

that has not been consistently achieved to a Service Level Target following consultation and agreement with the Suppliers. The Suppliers shall not unreasonably withhold or delay agreement to promote any KPI that has not been consistently achieved to a Service Level Target.

- 19.7.5. Any KPI which has been promoted to a Service Level Target shall be measured and reported on as a Service Level Target, and the associated Service Credit Points applied, within two (2) Service Measurement Periods of such promotion.
- 19.7.6. Any KPI which has been promoted to a Service Level Target in accordance with paragraph 19.8.4. of this schedule 2.2 (Service Performance Management), shall be measured and reported on as a Service Level Target until the Service Level Target has been achieved for four (4) consecutive Service Measurement Periods, after which the Service Level Target shall revert to a KPI.
- 19.7.7. Paragraph 19.7.6 of this schedule 2.2 (Service Performance Management) shall not apply where the Authority has promoted a KPI to a Service Level Target in accordance with paragraph 4.1 of this schedule 2.2 (Service Performance Management).

19.8. Recovery Plan implications for Service Credits and Authority termination rights

- 19.8.1. In situations where, under any of paragraphs 19.4-19.8 of this schedule 2.2 (Service Performance Management), a Recovery Plan is required and where root cause analysis demonstrates (or the Authority otherwise reasonably considers) that the trigger for the Recovery Plan has been caused or contributed to by one or more (but not all) of the FITS Suppliers (the “**Involved FITS Suppliers**”), the Authority may invoke the provisions of this paragraph 19.8 of this schedule 2.2 (Service Performance Management).
- 19.8.2. The Authority shall, for those FITS Suppliers who are not Involved FITS Suppliers, waive the application of the Service Credits in relation to the specific Service Failures or matters triggering the Recovery Plan (but not, for the avoidance of doubt, other Service Credits in relation to the same Service Levels caused by other matters or other Service Credits under any other Service Levels, regardless of cause) from the date of commencement of the Recovery Plan, provided that such waiver shall not apply to a FITS Supplier who is required to carry out tasks under the Recovery Plan but does not perform those tasks in accordance with the Recovery Plan or at all.
- 19.8.3. If the Recovery Plan is not implemented in accordance with its provisions and/or fails to resolve the applicable matter, FITS Suppliers who are not Involved FITS Suppliers and (if relevant) have carried out (or are carrying out) all their tasks pursuant to the Recovery Plan (“**Innocent Suppliers**”) shall be entitled to recover additional costs, expenses and losses incurred in connection with the matter triggering the Recovery Plan directly from the Involved FITS Suppliers and any other FITS Suppliers who are required to

carry out tasks under the Recovery Plan but do not so carry them out, in accordance with clause 27.3.3 of the Master Services Agreement.

- 19.8.4. Paragraph 19.8.3 of this schedule 2.2 (Service Performance Management) shall not apply to:

19.8.4.1. FITS Suppliers who are required to carry out tasks under the Recovery Plan but do not carry out such tasks; and

19.8.4.2. Involved FITS Suppliers.

- 19.8.5. Termination rights as a consequence of Critical Service Failures shall only be available to the Authority in relation to the Involved FITS Suppliers.

- 19.8.6. Nothing in paragraphs 19.8.1 to 19.8.4 of this schedule 2.2 (Service Performance Management) shall limit or adversely affect any rights and remedies available to the Authority.

Table 23 Escalation Procedures and Critical Service Failures					
1 Service Level and schedule 2.2 reference		2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
Availability Section 7	Timescale	If during any five (5) consecutive Service Measuring Periods of any of the following events happen:	If during the next five (5) continuous Service Measurement Periods following the provision of an action plan irrespective of which PMS the Unavailability relates to, any of the following events happen:	The following shall constitute Critical Service Failures relating to Availability:	a circumstance where Availability is below the Service Level Target and more than half the minutes of Unavailability is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis
	Triggers	(a) six (6) Availability Service Level Targets Failures each affecting more than 50% of all Relevant Sites and each such Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis; OR (b) four (4) Availability Service Level Targets Failures each affecting more than 75% of all Relevant Sites and each such Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis;	(a) three (3) further Availability Service Level Targets Failures each affecting more than 50% of all Relevant Sites and each such Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis; OR (b) two (2) further Availability Service Level Targets Failures affecting more than 75% of all Relevant Sites and each such Failure is attributed to the same FITS Supplier	(a) failure to implement an Approved Recovery Plan within the recovery period set out in the said Approved Recovery Plan; OR (b) any PMS Service Model falls below the Availability Service Level Threshold on three (3) occasions in five (5) continuous Service Measurement Periods or six (6) occasions in a Contract Year; OR (c) one (1) further Availability Service Level Target Failure occurs within three	

Table 23 Escalation Procedures and Critical Service Failures				
1 Service Level and schedule 2.2 reference	2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
	<p>OR</p> <p>(c) (one) 1 Availability Service Level Target Failure affecting 100% of Relevant Sites and such Failure is attributed to one FITS Supplier as determined by the Supplier Cause Analysis,</p>	<p>as determined by the Supplier Cause Analysis; OR</p> <p>(c) one (1) further Availability Service Level Target Failure affecting all Authority Sites and such Failure is attributed to one FITS Supplier as determined by the Supplier Cause Analysis,</p>	(3) months of the successful implementation of an Approved Recovery Plan affecting the same PMS which was the subject of the Approved Recovery Plan and is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis and the Service Level Target Failure relates to the root cause which triggered the Approved Recovery Plan	
	<p>Action</p> <p>the FITS Supplier shall prepare and provide to the Authority an action plan within five (5) Working Days of any of the above events occurring. The FITS Supplier shall promptly thereafter implement the action plan, with the intention of preventing and avoiding recurrence of the Availability Service Level Targets Failure, according to the timescales and activities set out in the action</p>	<p>the FITS Supplier shall prepare and provide to the Authority a Recovery Plan within five (5) Working Days of any of the above events occurring and in accordance with paragraph 19.</p>		

Table 23 Escalation Procedures and Critical Service Failures					
1 Service Level and schedule 2.2 reference		2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
		plan.			
Incident Sections 8 & 9	Timescale	If, irrespective of which PMS the Incident relates to, any of the following events happen:	If during the next five (5) continuous Service Measurement Periods following the provision of an action plan any of the following events happen:	The following shall constitute Critical Service Failures relating to Incidents:	
	Triggers	Condition 1 Two (2) Priority 1 Incident Resolution Service Level Target Failures relating to the same PMS in any Service Measurement Period and both Failures are attributed to the same FITS Supplier as determined by the Supplier Cause Analysis; OR Condition 2 During any five (5) consecutive Service Measurement Periods irrespective of which PMS the Incident relates to four (4)	(a) one (1) further Priority 1 Incident Resolution Service Level Target Failure for the same PMS and such Failure is attributed to one FITS Supplier as determined by the Supplier Cause Analysis; OR (b) irrespective of which PMS the Incident Resolution Service Level Target Failure relates to, one (1) Further Priority 1 Incident Resolution Service Level Target Failure irrespective of root cause and such	(a) failure to implement an Approved Recovery Plan within the recovery period set out in the said Approved Recovery Plan; OR (b) one (1) further Priority 1 Incident Resolution Service Level Target Failure occurs within three (3) months of the successful implementation of an Approved Recovery Plan irrespective of which PMS the Failure relates to and is attributed to the same FITS Supplier as	

Table 23 Escalation Procedures and Critical Service Failures				
1 Service Level and schedule 2.2 reference	2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
	<p>Priority 1 Incident Resolution Service Level Target Failures irrespective of root cause and each such Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis;</p> <p>OR</p> <p>Condition 3</p> <p>During any five (5) consecutive Service Measurement Periods four (4) Priority 2 Incident Resolution Service Level Target Failures with the same root cause and relating to the same PMS service and each such Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis,</p>	<p>Failure is attributed to one FITS Supplier as determined by the Supplier Cause Analysis</p> <p>OR</p> <p>(c) Two (2) further Priority 2 Incident Resolution Service Level Target Failure with the same root cause on the same PMS service and such Failures are attributed to one FITS Supplier as determined by the Supplier Cause Analysis,</p>	<p>determined by the Supplier Cause Analysis;</p> <p>OR</p> <p>(c) one (1) further Priority 2 Incident Resolution Service Level Target Failure occurs within three (3) months of the successful implementation of an Approved Recovery Plan affecting the same PMS which was the subject of the Approved Recovery Plan and is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis and the Service Level Target Failure relates to the root cause which triggered the Approved Recovery Plan</p>	
	<p>Action</p> <p>the FITS Supplier shall prepare and provide to the Authority an action plan within five (5) Working Days of any of the above events occurring. The FITS Supplier shall promptly</p>	<p>the FITS Supplier shall prepare and provide to the Authority a Recovery Plan within five (5) Working Days of any of the above events occurring and in accordance with paragraph 19.</p>		

Table 23 Escalation Procedures and Critical Service Failures					
1 Service Level and schedule 2.2 reference		2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
		thereafter implement the action plan, with the intention of preventing and avoiding recurrence of the Incident Resolution Service Level Target Failure, according to the timescales and activities set out in the action plan.			
KPIs Section 16	Timescale	Action plans are not applicable to failures to achieve KPIs.	If during any five (5) consecutive Service Measurement Periods	If there is one (1) further failure to achieve a KPI within three (3) months of the successful implementation of an Approved Recovery Plan affecting the same KPI and this further failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis, this shall constitute Critical Service Failure.	
	Trigger		the same KPI is not achieved on six (6) occasions and each such KPI breach is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis, the Authority shall decide on a case by case basis if a Recovery Plan is		

Table 23 Escalation Procedures and Critical Service Failures					
1 Service Level and schedule 2.2 reference		2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
			<p>required in order to resolve the underlying issue which is causing such breaches.</p> <p>In addition, the Authority reserves the right, on a Quarterly basis, to promote any KPI that has not been consistently achieved to a Service Level Target following consultation and agreement with the Suppliers. The Suppliers shall not unreasonably withhold or delay agreement to promote any KPI that has not been consistently achieved to a Service Level Target and the provisions of schedule 8.2 (Change Control Procedure) shall not apply to such promotion.</p>		
Catalogue orders Section 11	Timescale	During any five (5) consecutive Service Measurement Periods	If during the next five (5) continuous Service Measurement Periods following the provision of an action plan:	If there is one (1) further Service Level Target Failure within three (3) months of the successful implementation of an Approved Recovery Plan affecting any of the same	

Table 23 Escalation Procedures and Critical Service Failures				
1 Service Level and schedule 2.2 reference	2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
			Catalogue orders which were the subject of the Approved Recovery Plan and this further Service Level Target Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis, this shall constitute Critical Service Failure.	
Trigger	Periods if there are four (4) Service Level Target Failures relating to any of the top 10 Catalogue orders and each such Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis, the FITS Supplier shall prepare and provide to the Authority an action plan within five (5) Working Days of any of the above events occurring.	(a) there are two (2) further Service Level Target Failures relating to any of the top 10 Catalogue orders; and (b) each such Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis irrespective of the root cause,		
Action	The FITS Supplier shall promptly thereafter implement the action plan, with the	the FITS Supplier shall prepare and provide to the Authority a Recovery Plan within five (5)		

Table 23 Escalation Procedures and Critical Service Failures					
1 Service Level and schedule 2.2 reference		2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
		intention of preventing and avoiding recurrence of the Service Level Target Failure, according to the timescales and activities set out in the action plan.	Working Days of the second Service Level Target Failure occurring and in accordance with paragraph 19.		
Requests for new services Section 12	Timescale	During any five (5) consecutive Service Measurement Periods	If during the next five (5) continuous Service Measurement Periods following the provision of an action plan:	If there is one (1) further Service Level Target Failure within three (3) months of the successful implementation of an Approved Recovery Plan affecting the same Service Level Target which was the subject of the Approved Recovery Plan and this further Service Level Target Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis, this shall constitute Critical Service Failure.	
	Triggers	if there are four (4) Service Level Target Failures relating to same Service Level Targets and each such Failure is attributed to the same FITS Supplier as determined by the	(a) there are two (2) further Service Level Target Failures relating to the same Service Level Target; and		

Table 23 Escalation Procedures and Critical Service Failures					
1 Service Level and schedule 2.2 reference		2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
		Supplier Cause Analysis, the FITS Supplier shall prepare and provide to the Authority an action plan within five (5) Working Days of any of the above events occurring.	(b) each such Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis irrespective of the root cause,		
	Action	The FITS Supplier shall promptly thereafter implement the action plan, with the intention of preventing and avoiding recurrence of the Service Level Target Failure, according to the timescales and activities set out in the action plan.	the FITS Supplier shall prepare and provide to the Authority a Recovery Plan within five (5) Working Days of the second Service Level Target Failure occurring and in accordance with paragraph 19.		
Configuration Management Section 14	Timescale	During any five (5) consecutive Service Measurement Periods	If during the next five (5) continuous Service Measurement Periods following the provision of an action plan:	If there is one (1) further Service Level Target Failure within three (3) months of the successful implementation of an Approved Recovery Plan affecting the same Service Level Target which was the subject of the Approved Recovery Plan and this further Service Level Target Failure is	

Table 23 Escalation Procedures and Critical Service Failures				
1 Service Level and schedule 2.2 reference	2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
	Trigger	if there are four (4) Service Level Target Failures relating to same Service Level Targets and each such Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis, the FITS Supplier shall prepare and provide to the Authority an action plan within five (5) Working Days of any of the above events occurring.	(a) there are two (2) further Service Level Target Failures relating to the same Service Level Target; and (b) each such Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis irrespective of the root cause,	
	Action	The FITS Supplier shall promptly thereafter implement the action plan, with the intention of preventing and avoiding recurrence of the Service Level Target Failure, according to the timescales and	the FITS Supplier shall prepare and provide to the Authority a Recovery Plan within five (5) Working Days of the second Service Level Target Failure occurring and in accordance with paragraph 19.	

Table 23 Escalation Procedures and Critical Service Failures					
1 Service Level and schedule 2.2 reference		2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
		activities set out in the action plan.			
Problem Management Section 10	Timescale	During any five (5) consecutive Service Measurement Periods	If during the next five (5) continuous Service Measurement Periods following the provision of an action plan:	If there is one (1) further Service Level Target Failure within three (3) months of the successful implementation of an Approved Recovery Plan affecting the same Service Level Target which was the subject of the Approved Recovery Plan and this further Service Level Target Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis, this shall constitute Critical Service Failure.	
	Trigger	if there are four (4) Service Level Target Failures relating to same Service Level Targets and each such Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis, the FITS Supplier shall prepare and provide to the Authority an	(a) there are two (2) further Service Level Target Failures relating to the same Service Level Target; and (b) each such Failure is attributed to the same FITS Supplier as determined by the		

Table 23 Escalation Procedures and Critical Service Failures					
1 Service Level and schedule 2.2 reference		2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
		action plan within five (5) Working Days of any of the above events occurring.	Supplier Cause Analysis irrespective of the root cause,		
	Action	The FITS Supplier shall promptly thereafter implement the action plan, with the intention of preventing and avoiding recurrence of the Service Level Target Failure, according to the timescales and activities set out in the action plan.	the FITS Supplier shall prepare and provide to the Authority a Recovery Plan within five (5) Working Days of the second Service Level Target Failure occurring and in accordance with paragraph 19.		
Other Service Level Target	Timescale	During any five (5) consecutive Service Measurement Periods	If during the next five (5) continuous Service Measurement Periods following the provision of an action plan:	If there is one (1) further Service Level Target Failure within three (3) months of the successful implementation of an Approved Recovery Plan affecting the same Service Level Target which was the subject of the Approved Recovery Plan and this further Service Level Target Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis, this shall constitute Critical Service	

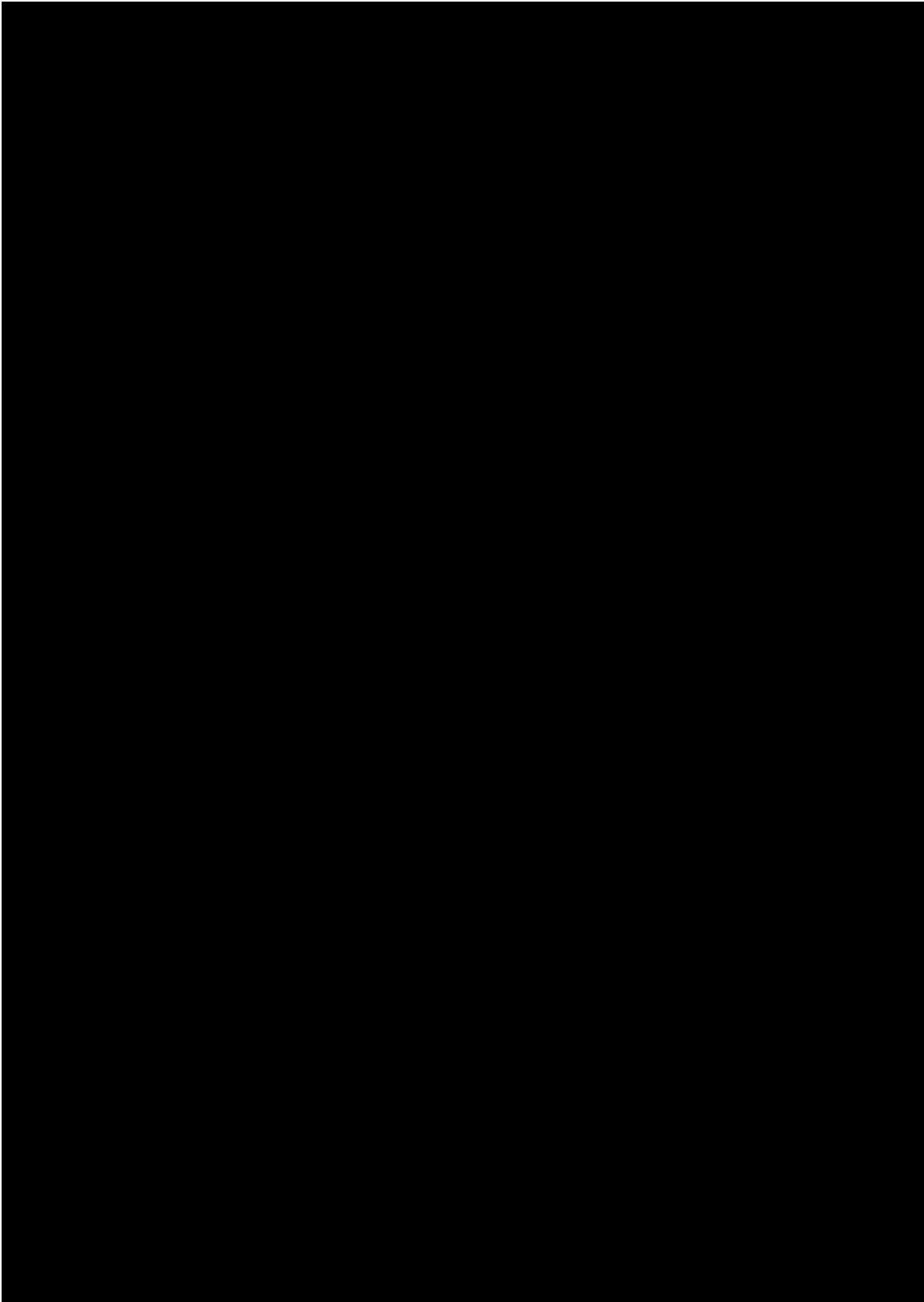
Table 23 Escalation Procedures and Critical Service Failures				
1 Service Level and schedule 2.2 reference	2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
	Trigger	if there are four (4) Service Level Target Failures relating to same Service Level Targets and each such Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis,	(a) there are six (6) further Service Level Target Failures relating to the same Service Level Target; and (b) each such Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis irrespective of the root cause,	Failure.
	Action	the Authority shall decide on a case by case basis if an action plan is required in order to resolve the underlying issue which is causing such Service Failures. If the Authority determines that an action plan is required, the FITS Supplier shall prepare and provide to the Authority an	the Authority shall decide on a case by case basis if a Recovery Plan is required in order to resolve the underlying issue which is causing such Service Failures. If the Authority determines that a Recovery Plan is required, the FITS Supplier shall prepare and provide to the Authority a	

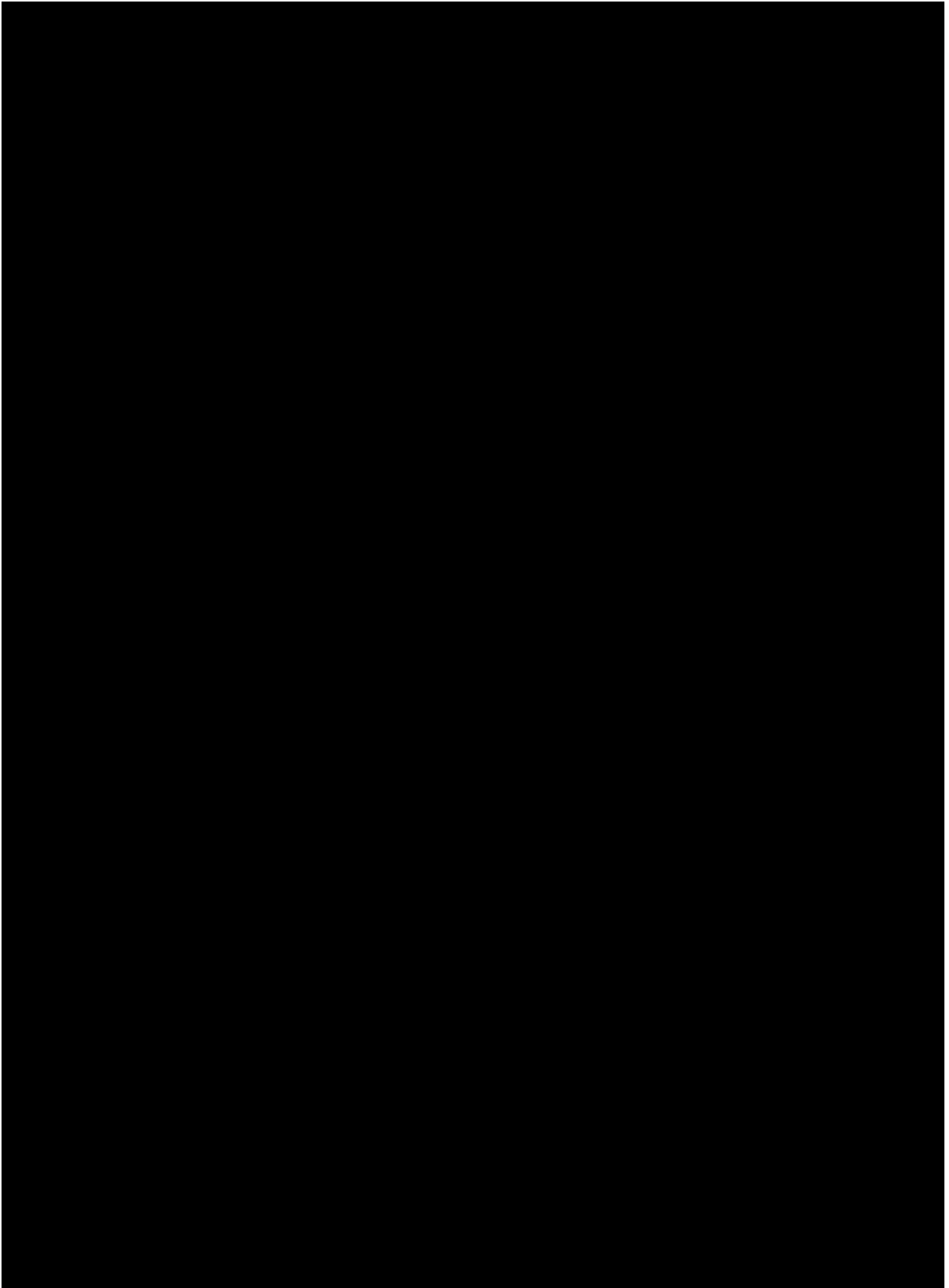
Table 23 Escalation Procedures and Critical Service Failures				
1 Service Level and schedule 2.2 reference	2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
		action plan within five (5) Working Days of the Authority's decision. The FITS Supplier shall promptly thereafter implement the action plan, with the intention of preventing and avoiding recurrence of the Service Level Target Failure, according to the timescales and activities set out in the action plan.	Recovery Plan within five (5) Working Days of the sixth Service Level Target Failure occurring and in accordance with paragraph 19.	
Service Threshold Failure	Trigger	N/A Action plans are not applicable to Service Threshold Failures.	Without prejudice to clause 12.5, if a FITS Supplier fails to achieve any one (1) Service Level Threshold for a PMS Service over any one (1) Service Measurement Period,	If there is one (1) further Service Level Target Failure within three (3) months of the successful implementation of an Approved Recovery Plan affecting the same Service Level Target which was the subject of the Approved Recovery Plan and this further Service Level Target Failure is attributed to the same FITS Supplier as determined by the Supplier Cause Analysis, this shall constitute Critical Service Failure.

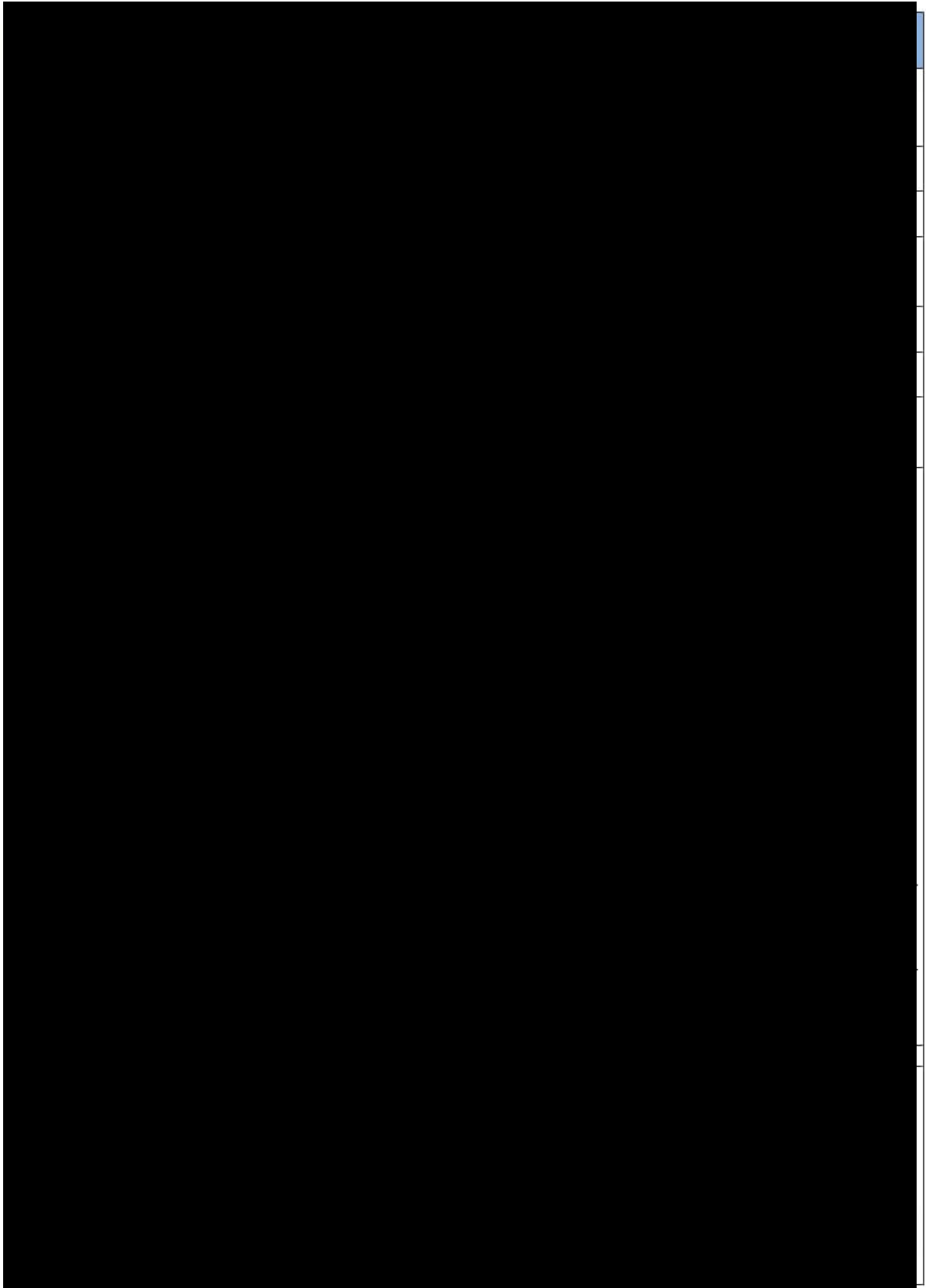
Table 23 Escalation Procedures and Critical Service Failures					
1 Service Level and schedule 2.2 reference		2 Action Plan Required	3 Recovery Plan Required	4 Critical Service Failure (right to step in, right to terminate and Service Credits no longer an exclusive remedy)	5 A Service Level Target Failure shall be calculated for this purposes as:
	Action		the FITS Supplier shall prepare and provide to the Authority a Recovery Plan within five (5) Working Days of the Service Level Threshold Failure occurring and in accordance with paragraph 19.		

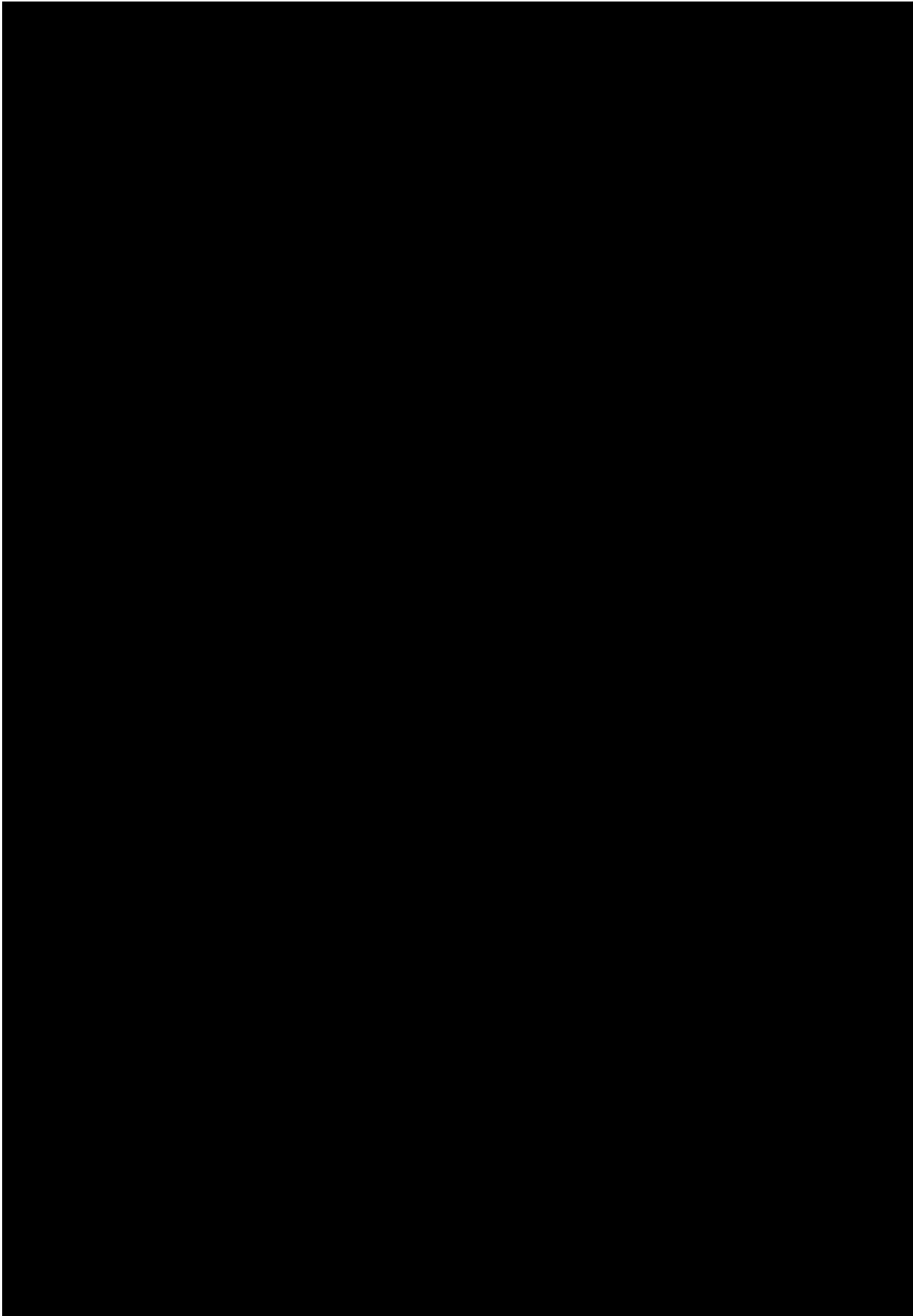
ANNEXES

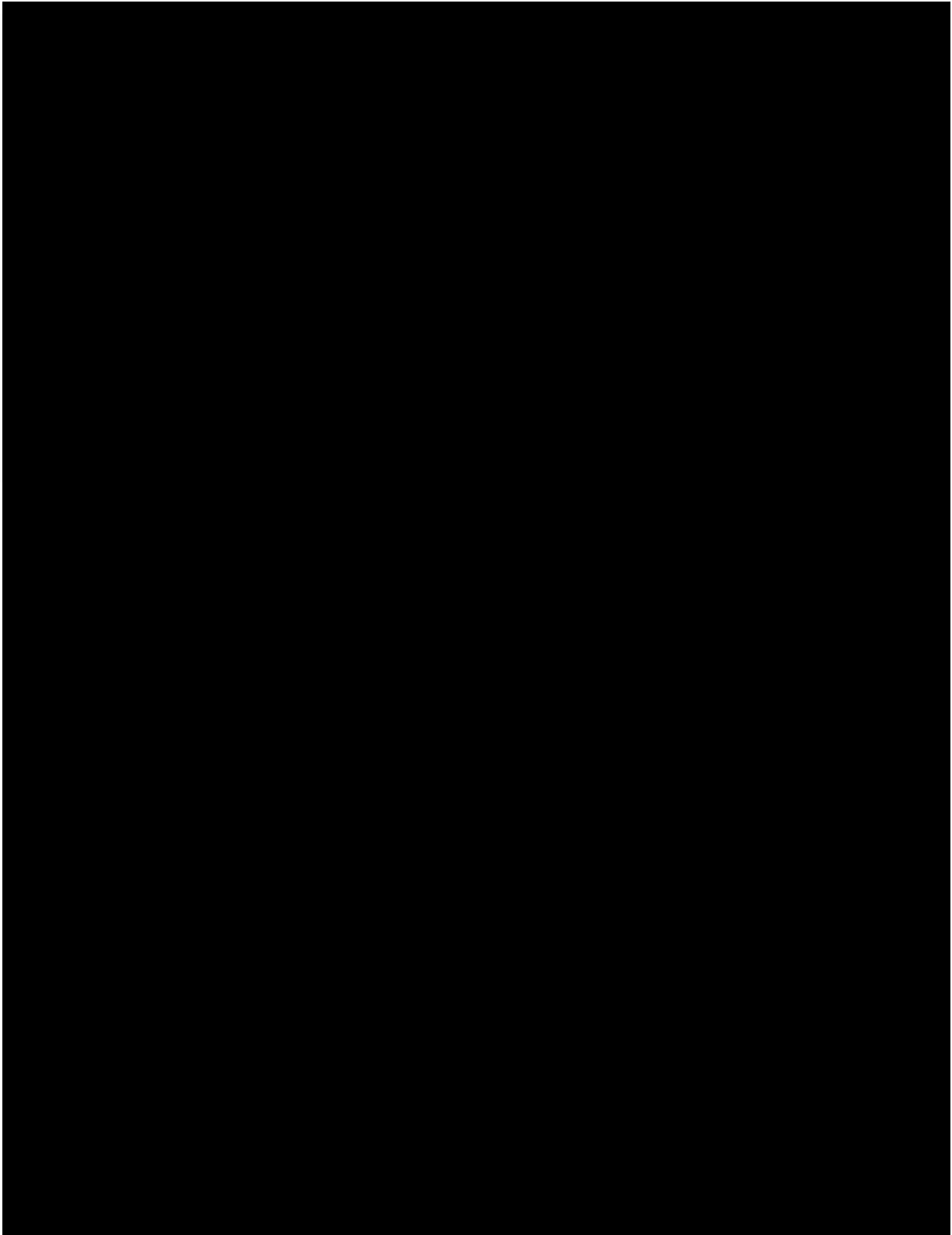
ANNEX A – PMS SERVICE MODELS

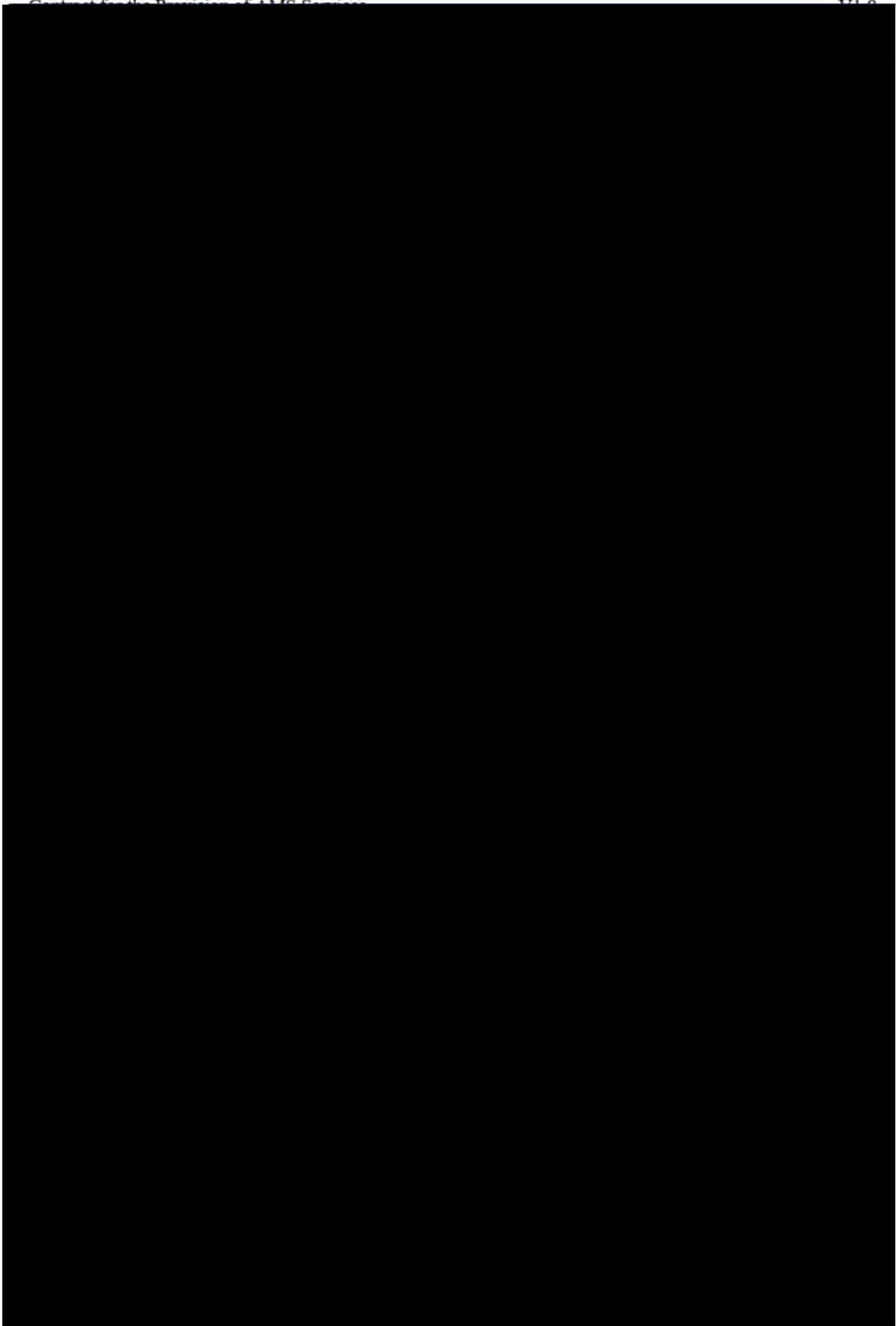


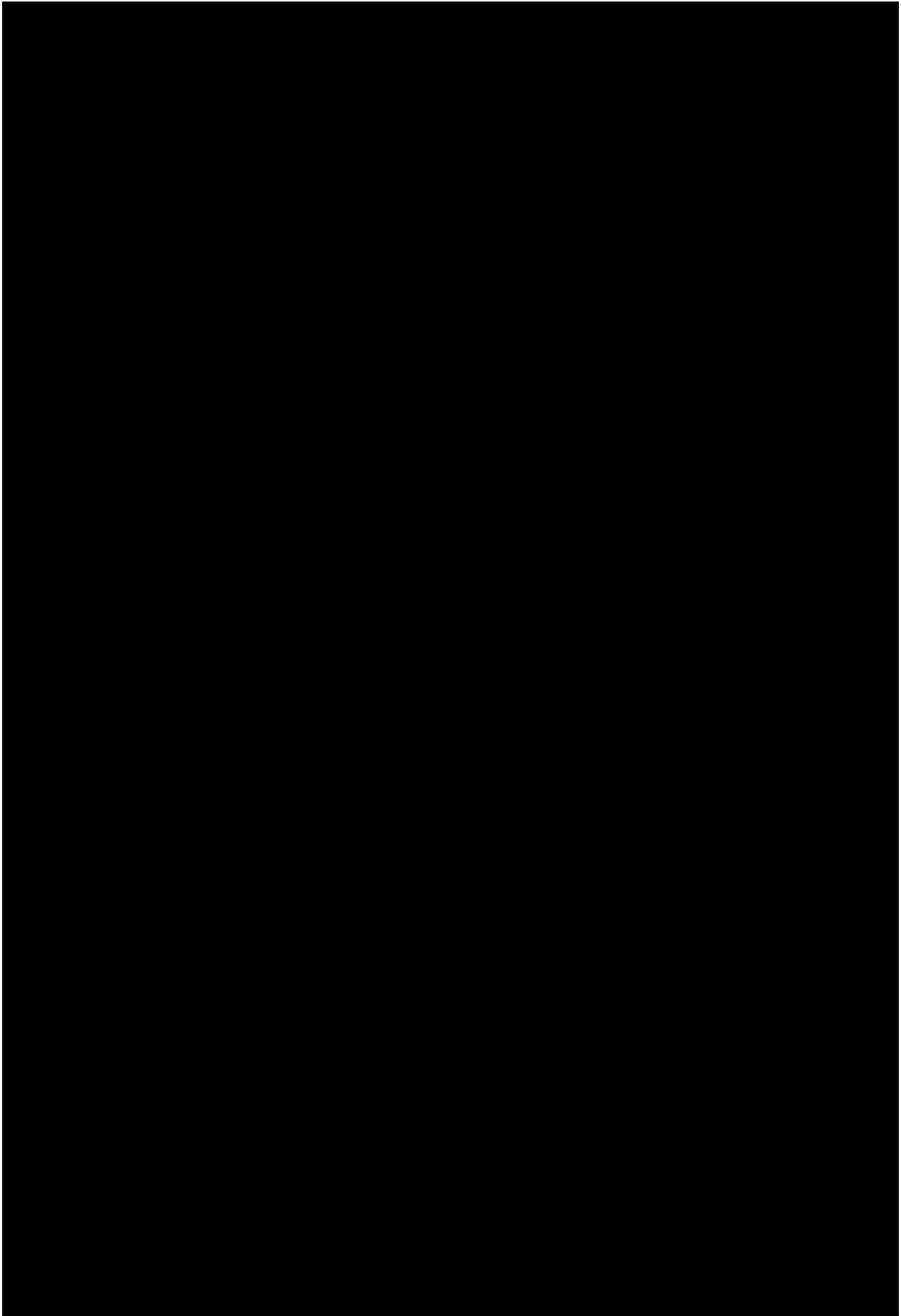


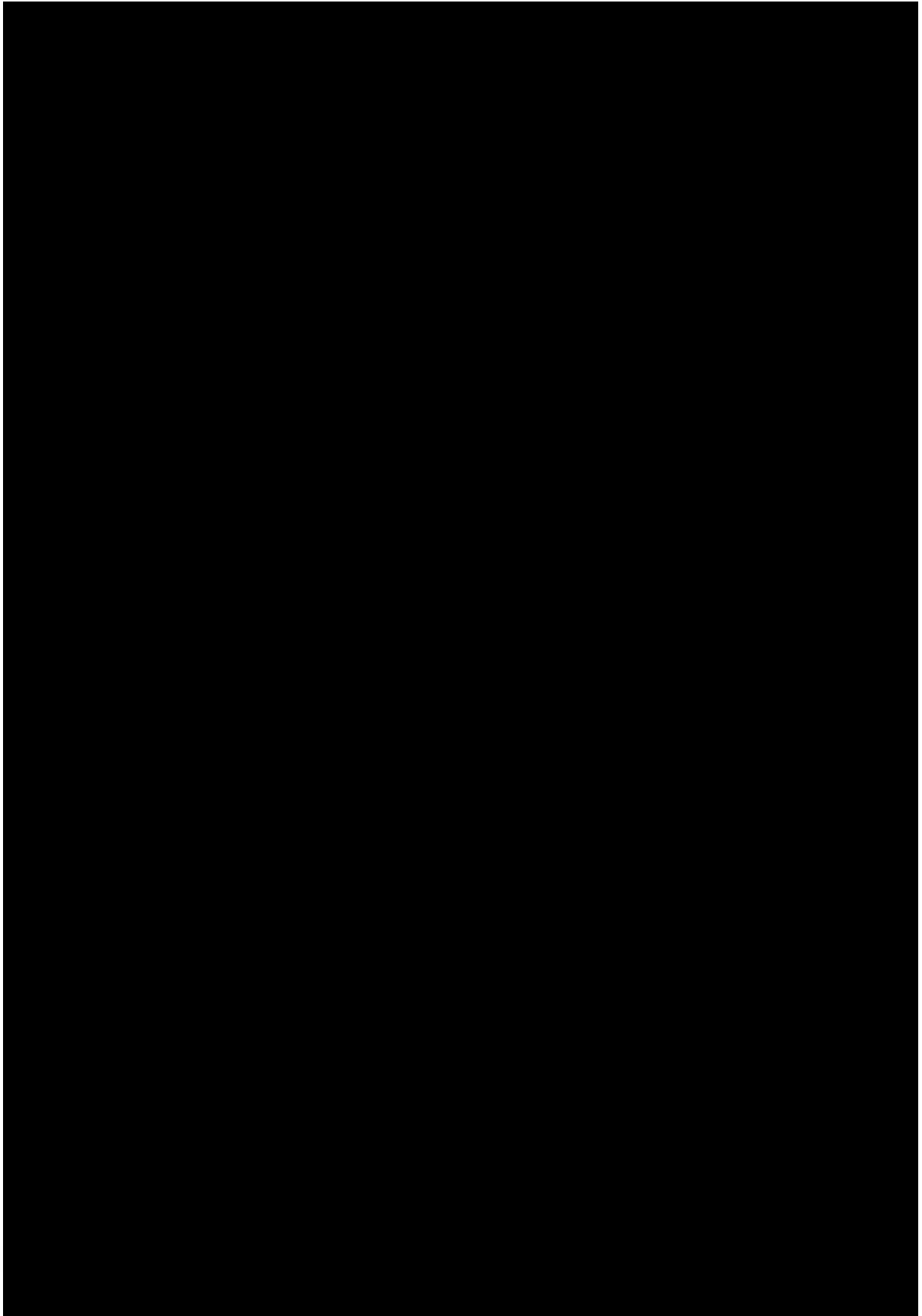


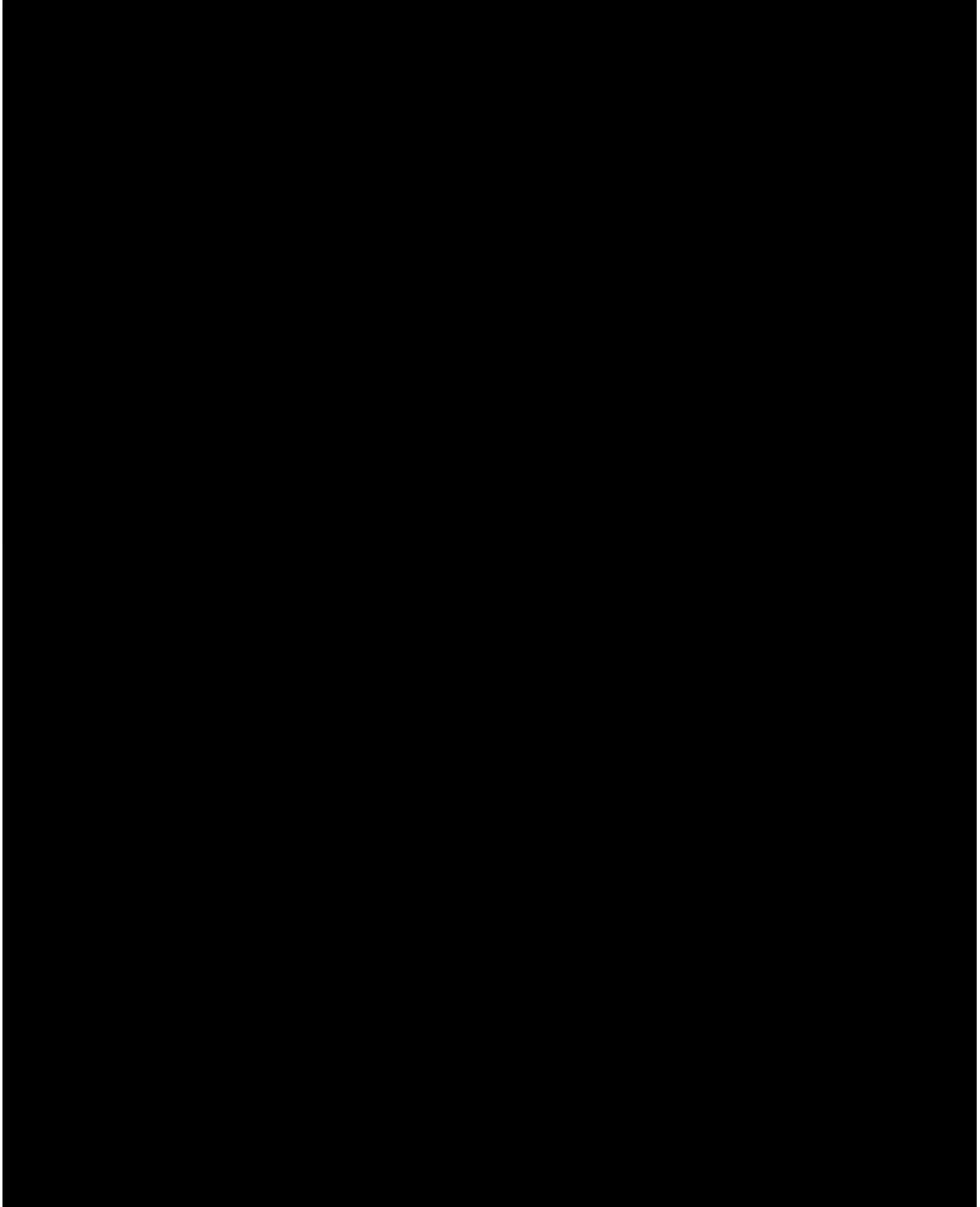


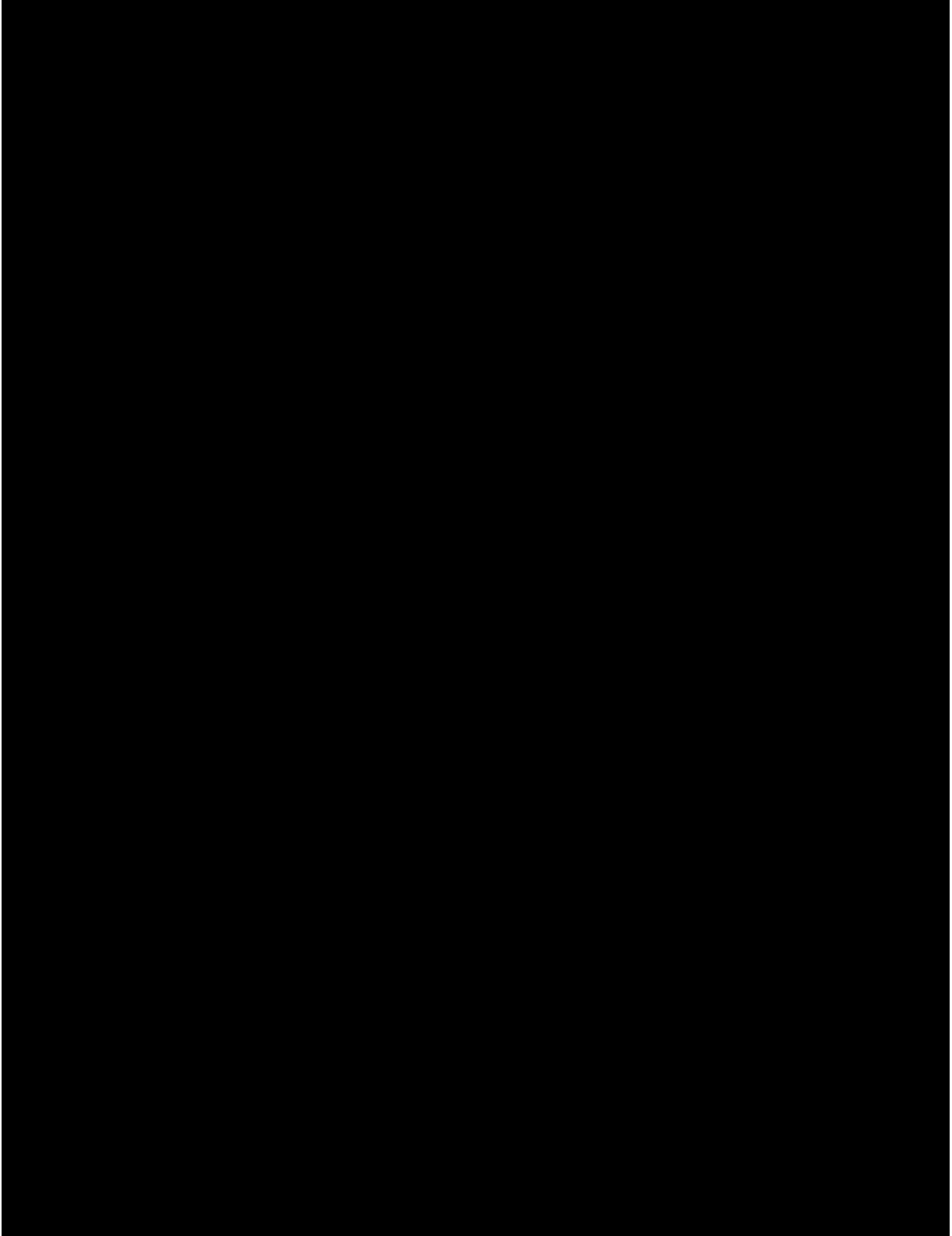


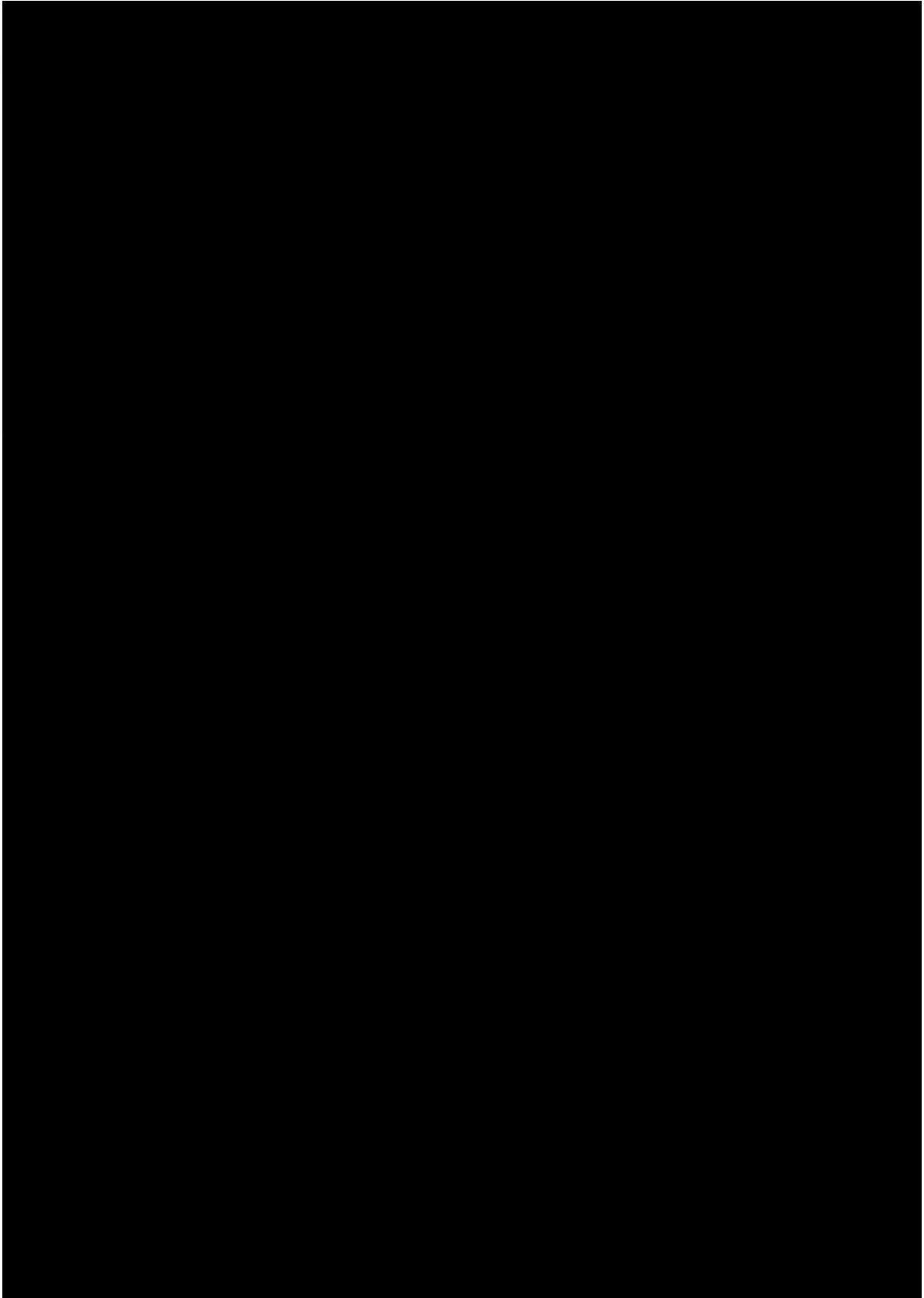


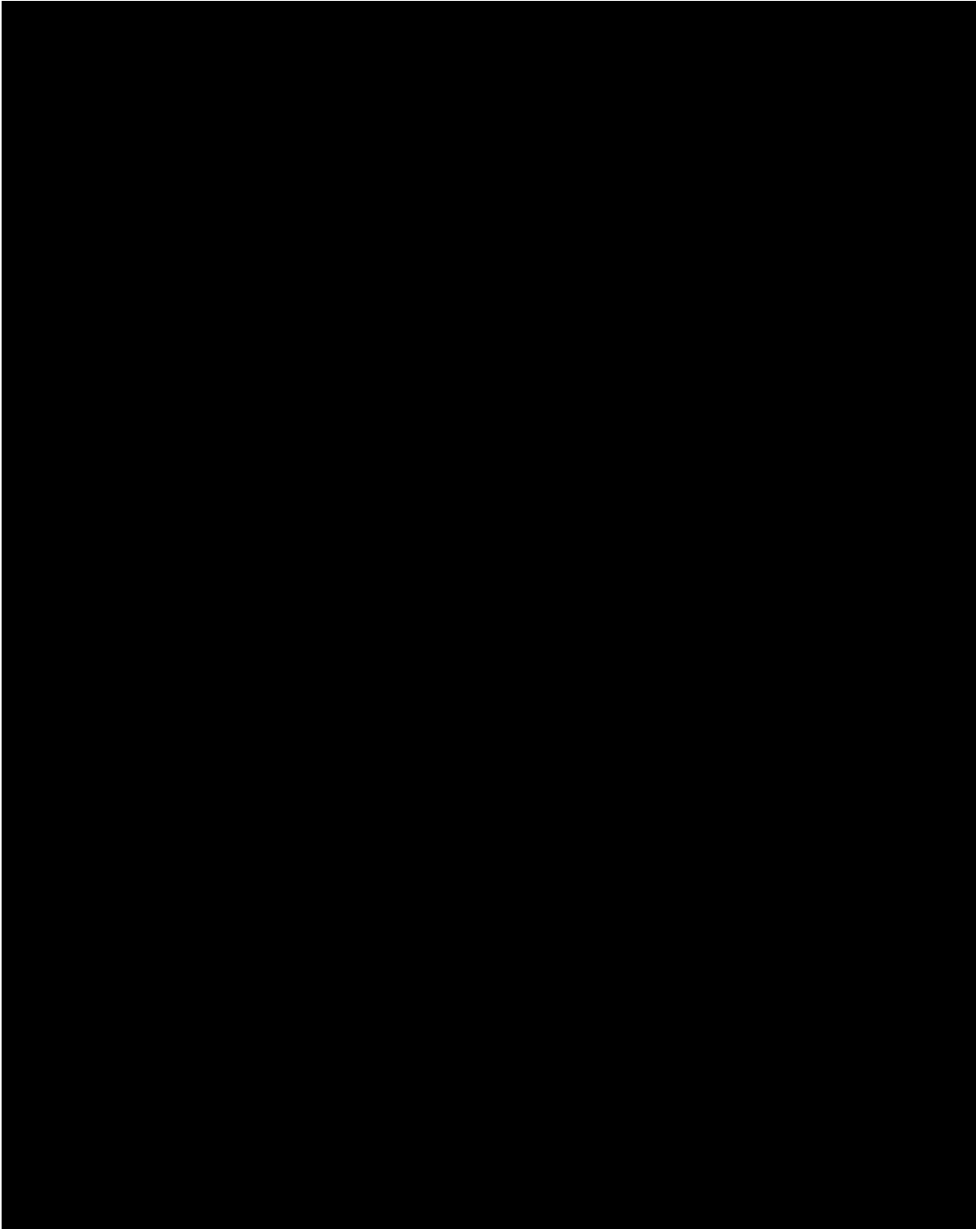


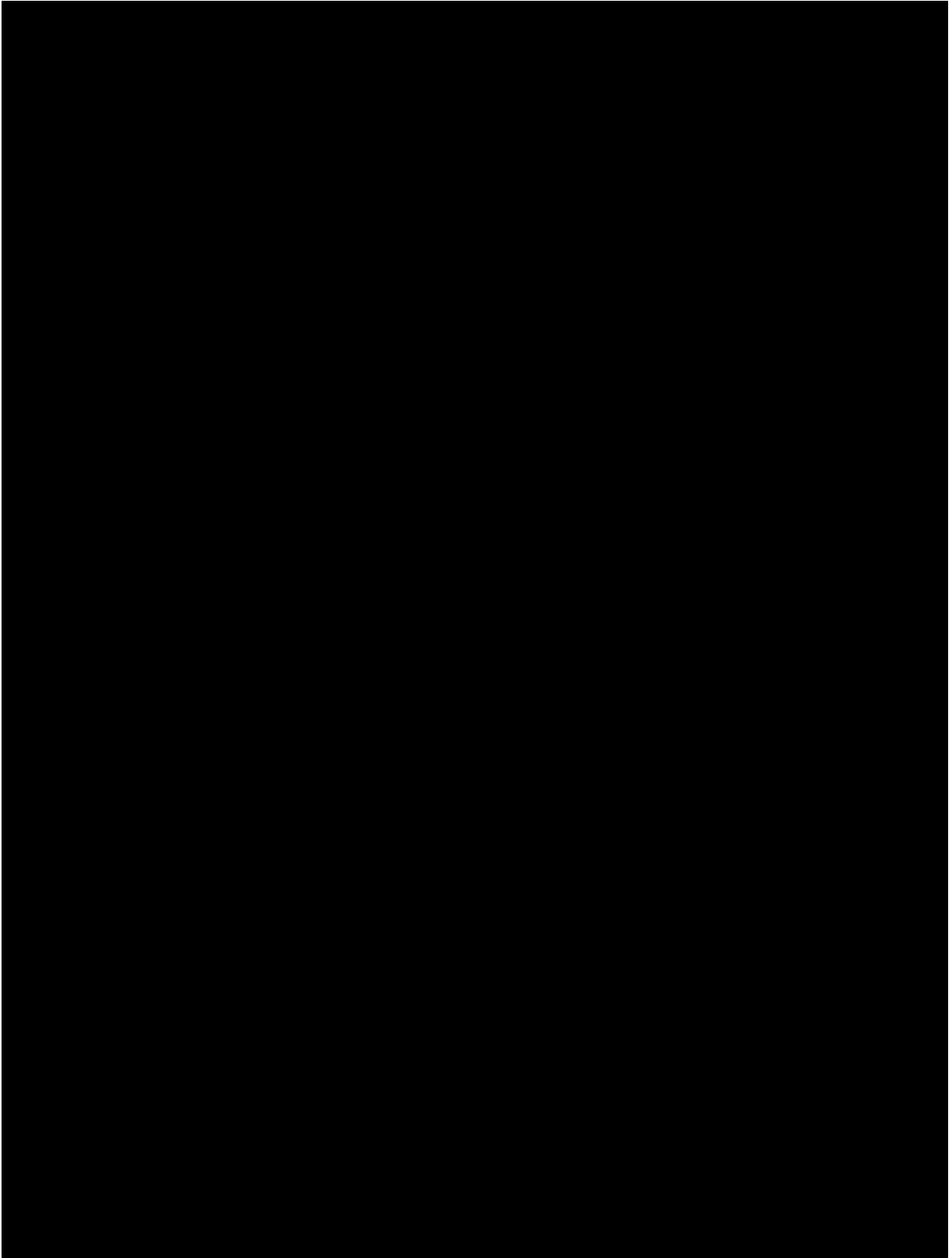


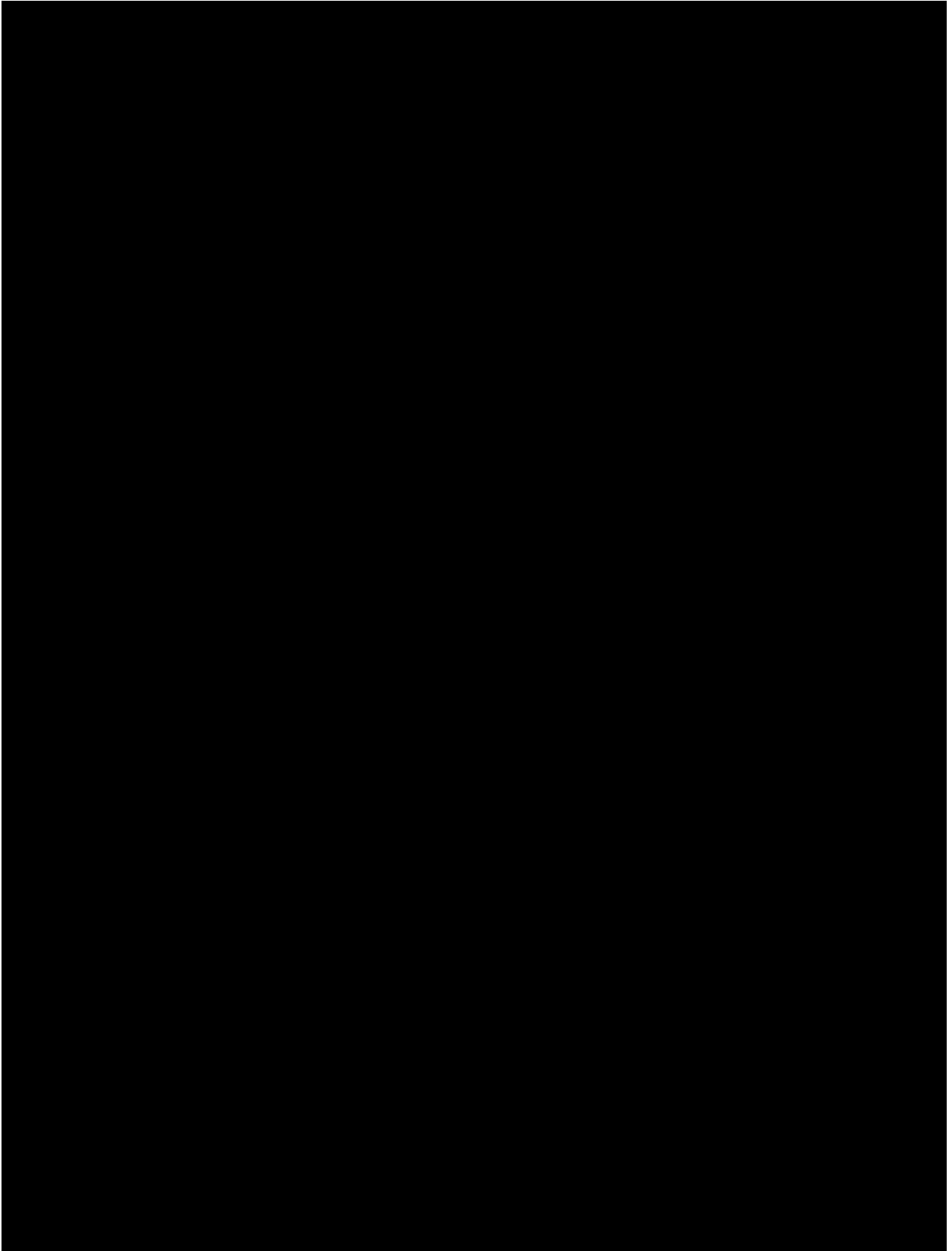


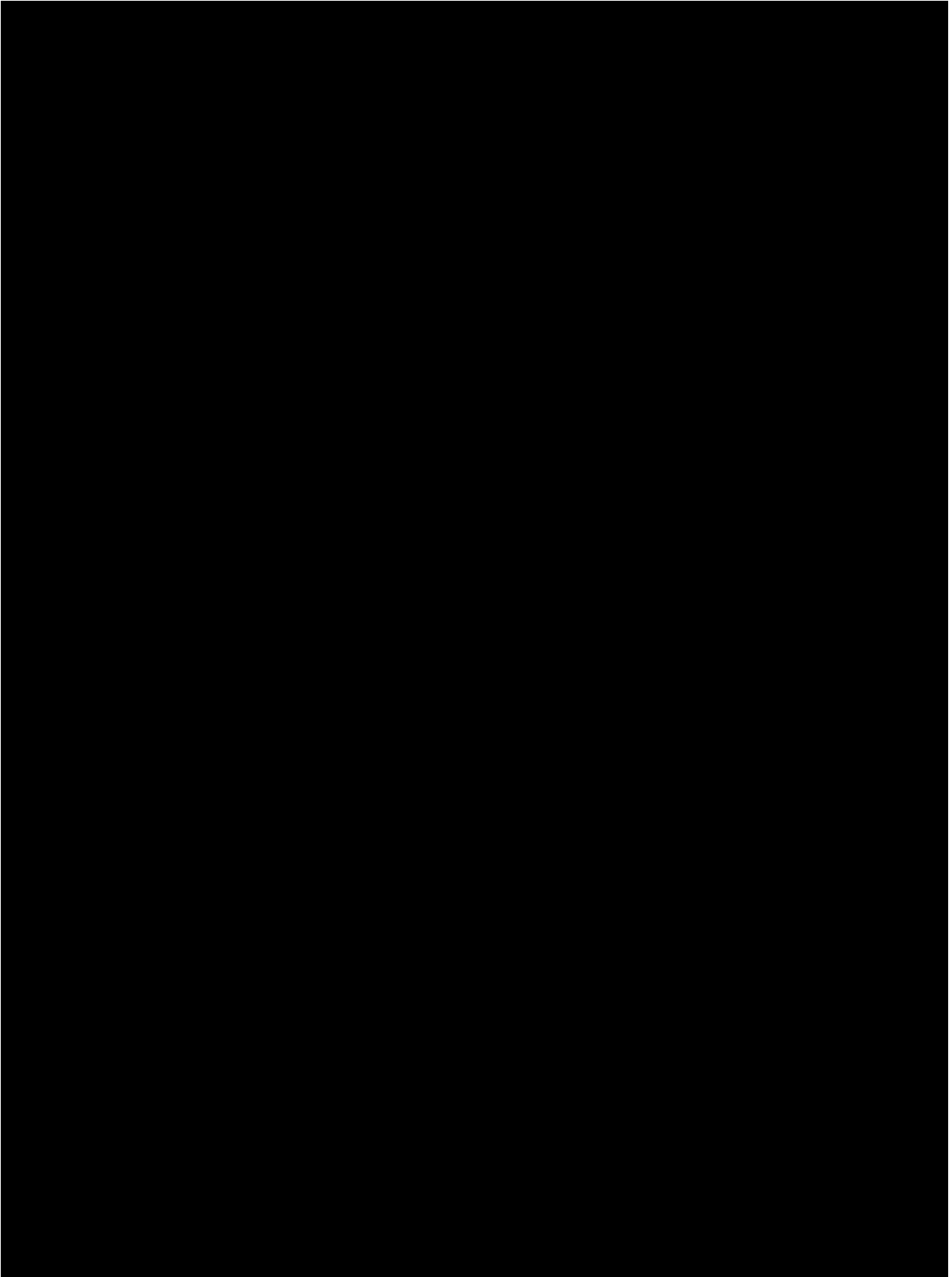


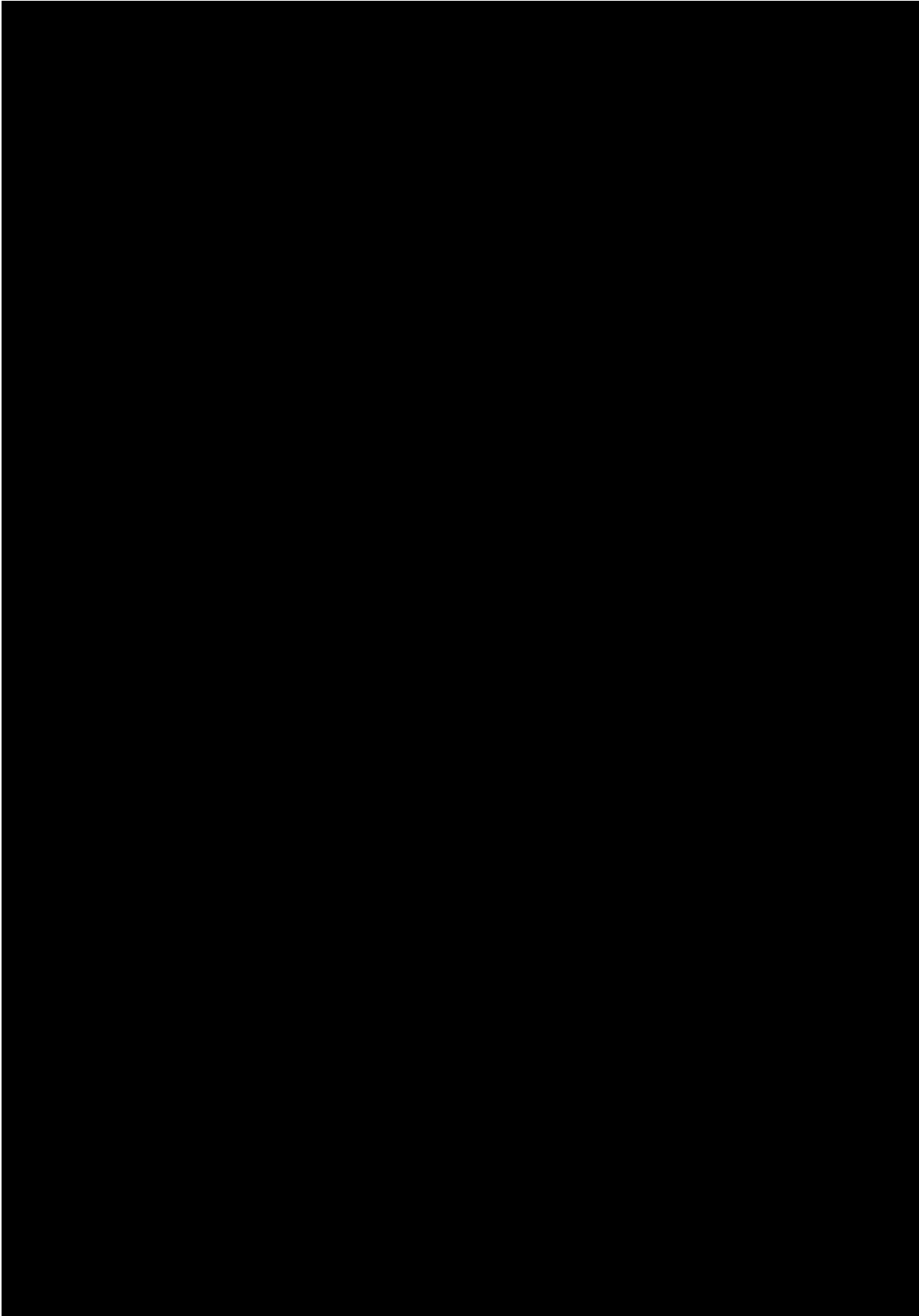


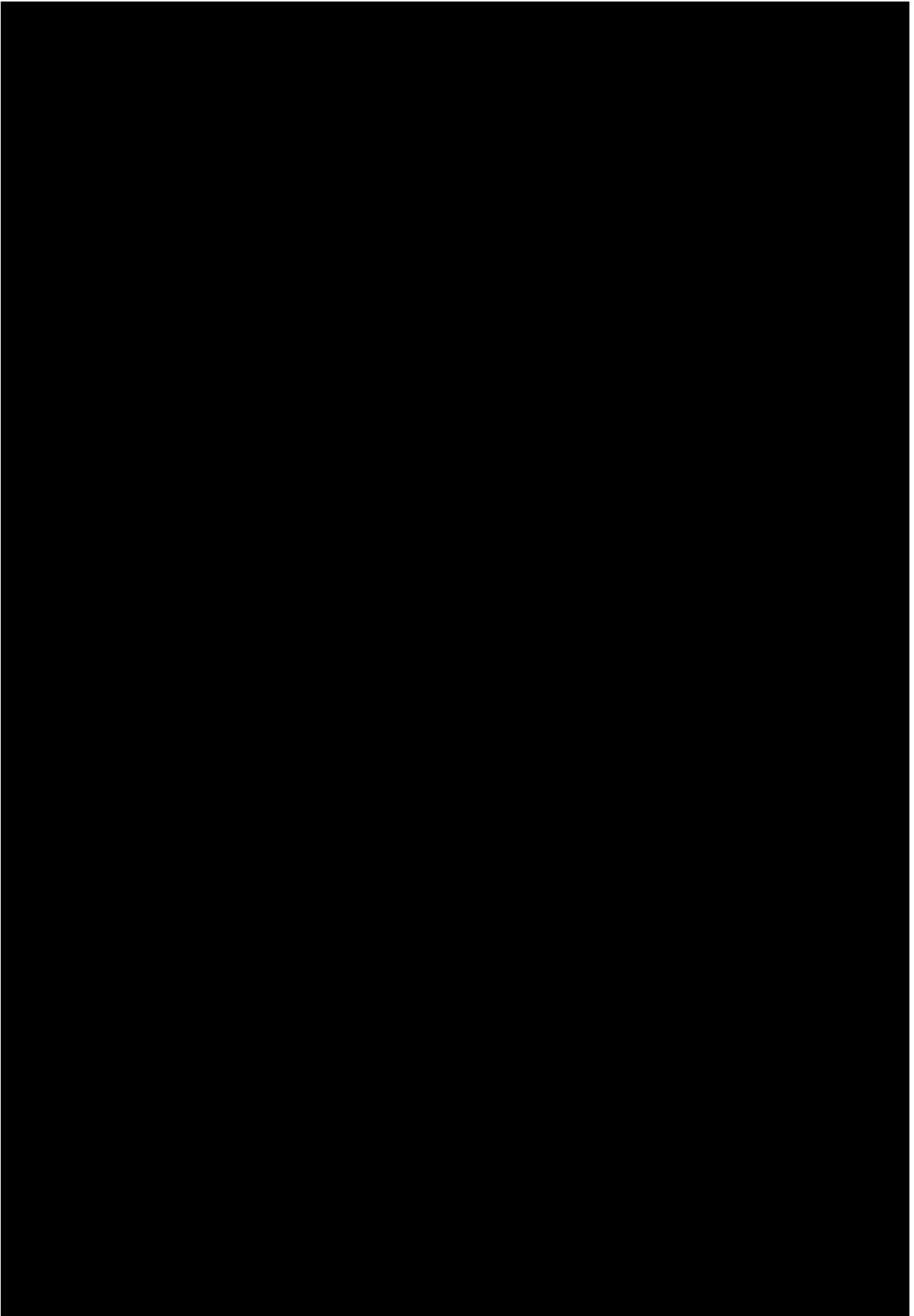


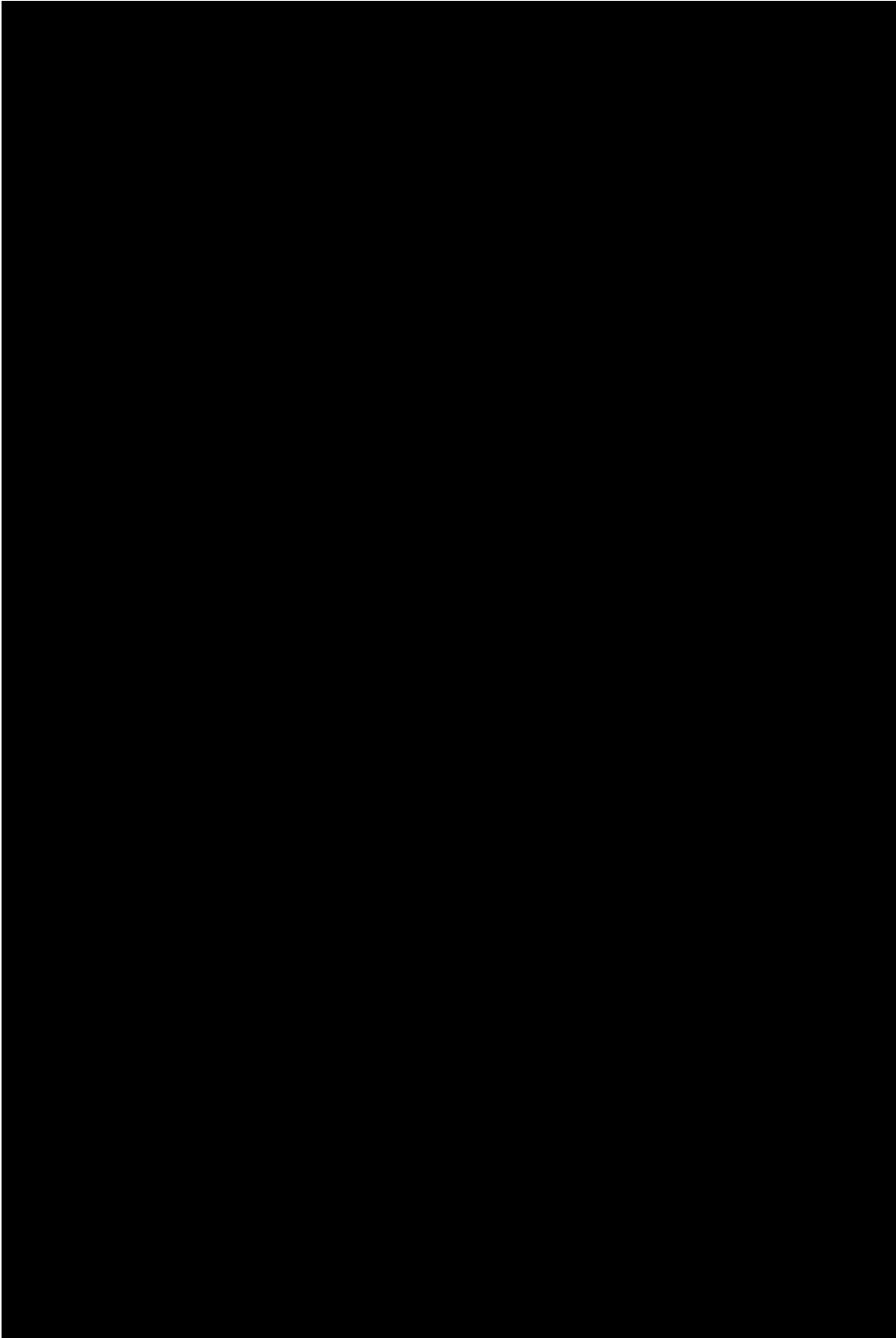




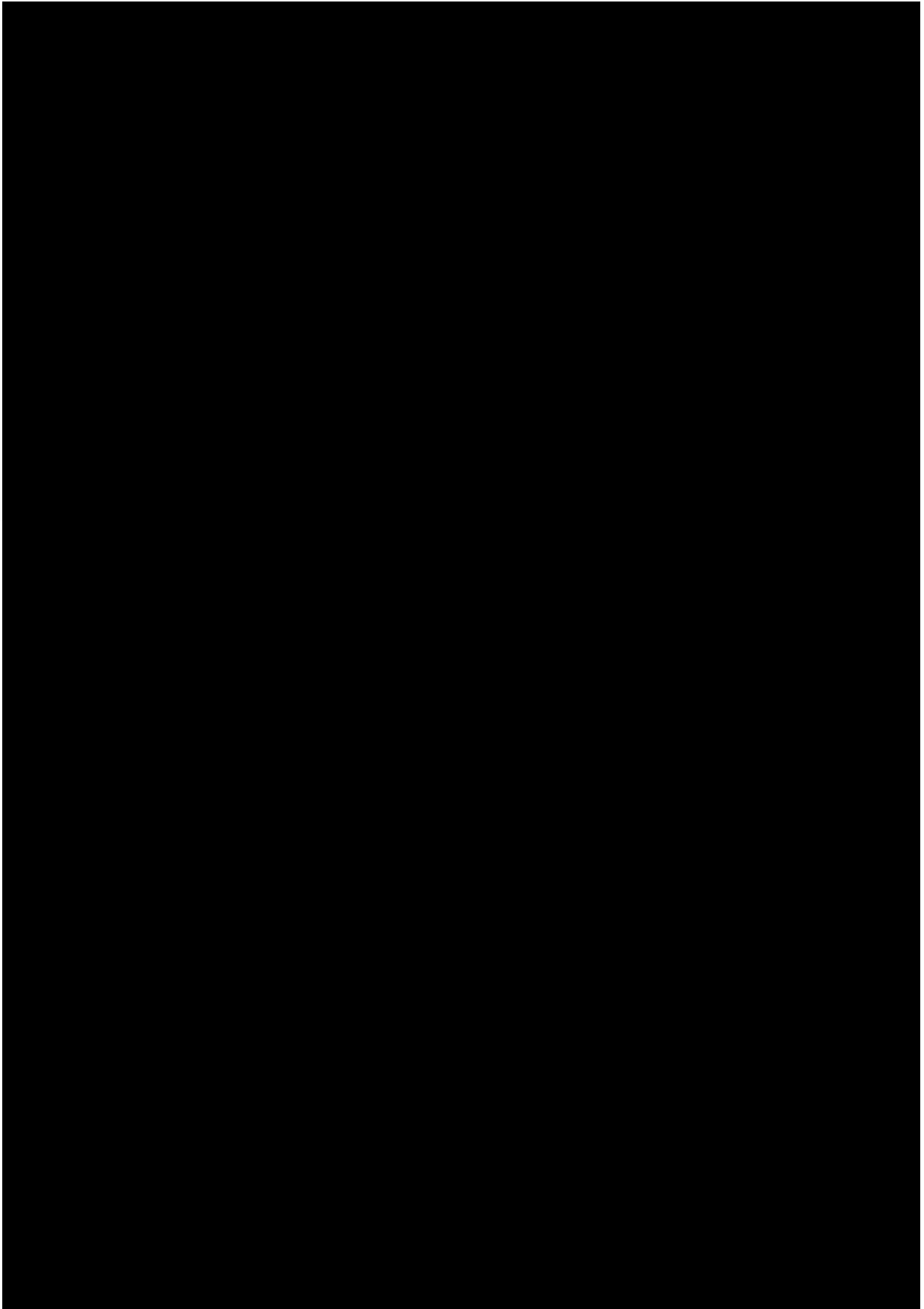


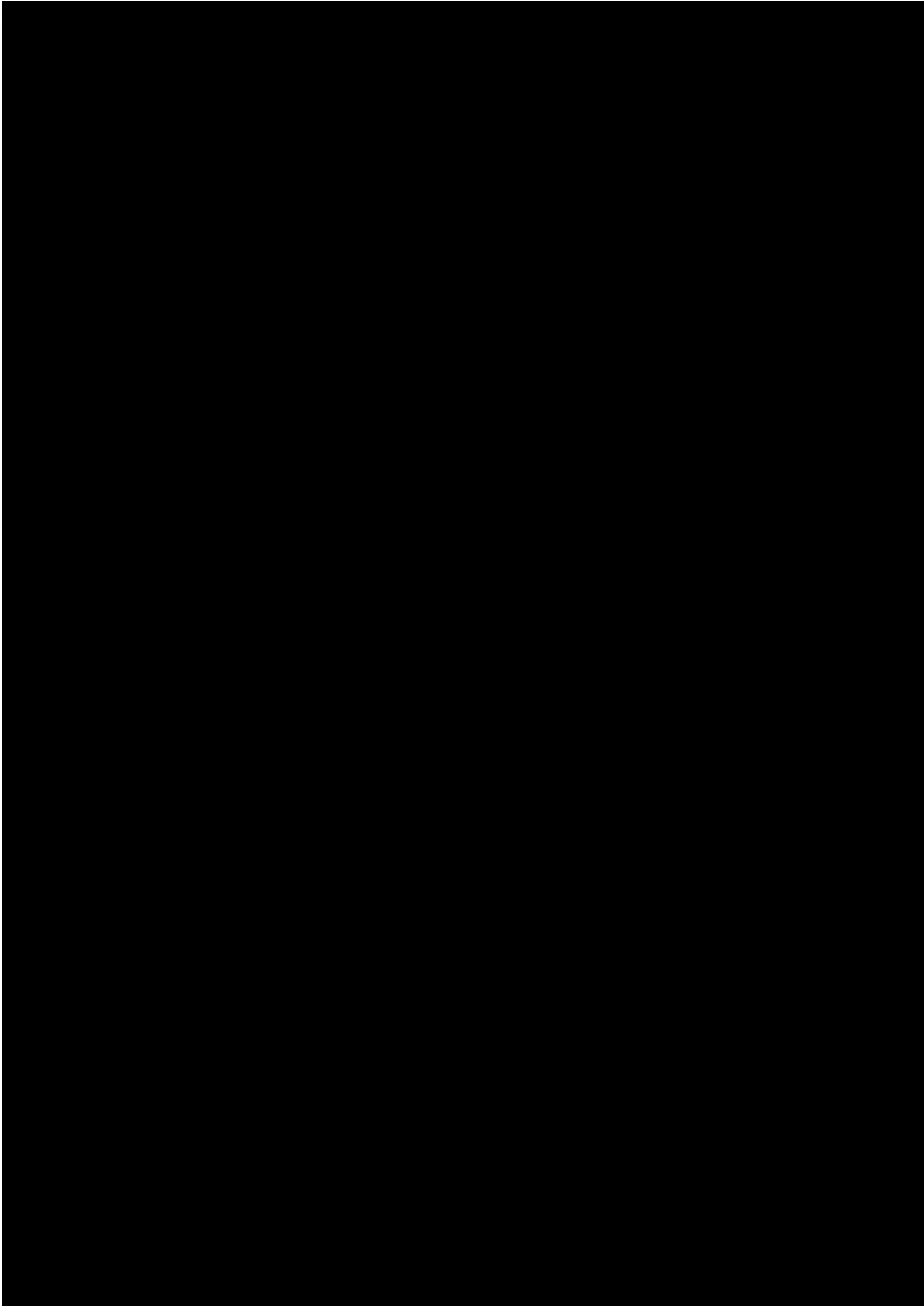












Key Performance Indicators**Service Support Hours**

The Service Support Hours which will be allocated to each Performance Managed Service are as follows:

1	10 x 5: Monday to Friday 08:00 to 18:00 excluding English and Welsh bank holidays
2	10 x 6: Monday to Saturday 08:00 to 18:00 excluding English and Welsh bank holidays
3	15 x 7: Monday to Sunday 07:00 to 22:00
4	24 x 7: 24 hours a day, every day

Key Performance Indicators

The AMS Supplier shall work with the Other Suppliers to deliver the FITS Services to the KPIs as set out below.

The Service Credit Points set out below apply when the KPI has been promoted to a Service Level Target and shall not apply unless the KPI has been promoted in accordance with paragraph 19.7

Ref	Service Description	Service Level	Target	Associated Service Credits	
				Service Credits Applicable	Service Credit Points per service measure increment where the KPI is promoted to the Service Level Target
IR1	Priority Incidents 3	100% resolved within 24 hours of the Service Support Hours	100%	Service Credits will be apportioned as per section 8.8.5	300
IR2	Priority Incidents 3	100% resolved within 48 hours of the Service Support Hours		Service Credits will be apportioned as per section 8.8.5	300
IR3	Incident Management	Percentage of all Incident records which were reopened, for an identical Incident, within 20 Working Days after being marked as resolved.	≤3%	Service Credit Points shall apply for every 1% or part thereof above the Target, Service Credits will be apportioned as per section 8.8	300

Ref	Service Description	Service Level	Target	Associated Service Credits	
				Service Credits Applicable	Service Credit Points per service measure increment where the KPI is promoted to the Service Level Target
IR4	Incident Management	Percentage of all Incidents records where the time from assignment to a Resolver Group to response to the End User is within 12.5% of the total Incident Resolution Target.	≥95%	Service Credit Points shall apply for every 1% or part thereof below the Target Service Credits will be apportioned as per section 8.8	300
IR5	Incident Management	Time to resolve an Incident for incident priorities. 50% of SLT achievement in Table 6.	≥70%	Not applicable for promotion to a Service Level Target	N/A
IR6	Incident Management	Priority 3 Incidents resolved in ≤4 Hours.	≥90%	Not applicable for promotion to a Service Level Target	N/A
IR7	Incident Management	Percentage of Priority 1 and Priority 2 Incident records in which the interval between each update to the Incident record is no greater than 25% of the Incident Resolution Target.	≥95%	Service Credit Points shall apply for every 1% or part thereof below the Target. Service Credits will be apportioned as in 8.8.4	300

ANNEX B– SIAM SUPPLIER UNIQUE SERVICE LEVELS**1. INTRODUCTION**

- 1.1. This Annex sets out the unique Service Levels for FITS Services and Business Applications that shall be delivered by the SIAM Supplier.
- 1.2. The unique Service Levels set out in this Annex shall be measured and reported on by the SIAM Supplier.
- 1.3. Unless otherwise specified, all Service Levels shall be applied to activities completed during the previous Service Measurement Period.

2. SERVICE LEVEL TARGETS

- 2.1. The SIAM Supplier shall deliver the SIAM Services to the Service Level Targets as set out below.

Ref	Service Description	Service Level	Target	Service Credits Increments Applicable	Service Credit Points per service measure increment
SD01	Service Desk	Percentage of incoming calls responded to within 30 seconds (measured from the point where the call enters the queue – not at point of IVR announcements).	≥96%	Service Credit Points shall apply for every 0.1% or part thereof below the Target.	300
SD02	Service Desk	Percentage of incoming calls abandoned before being answered (calls abandoned within 5 seconds of entering queue after completion of IVR announcements are excluded from the calculation).	≤4%	Service Credit Points shall apply for every 0.1% or part thereof above the Target.	500

Ref	Service Description	Service Level	Target	Service Credits Increments Applicable	Service Credit Points per service measure increment
SD03	Service Desk	Percentage of Incidents and Service Requests raised to the Service Desk via electronic communications that are logged and acknowledged within 30 minutes.	≥95%	Service Credit Points shall apply for every 1% or part thereof below the Target.	500
SD04	Service Desk	Percentage of priority 3 Incidents to the Service Desk that are resolved on first point of contact.	≥65%	Service Credit Points shall apply for every 1% or part thereof below the Target.	300
IR20	Incident Management	Percentage of priority 3 Incidents re-opened or re-logged by End Users within twenty (20) Working Days.	≤5%	Service Credit Points shall apply for every 1% or part thereof above the Target	500
CS01	Customer satisfaction	Average Score (expressed as a percentage) of End User surveys responded to following the completion of Incidents or Service Requests.	≥75%	Service Credit Points shall apply for every 1% or part thereof below the Target.	1500

3. KEY PERFORMANCE INDICATORS

3.1. The SIAM Supplier shall deliver the SIAM Services to the KPIs as set out below.

The Service Credit Points set out below apply when the KPI has been promoted to a Service Level Target.

Ref	Service Description	Service Level Description	Service Level Target	Associated Service Credits	
				Service Credits Increment	Service Credit Points per service measure increment
IR21	Incident Management	Percentage of Priority 1 and 2 Incidents where the time to inform the Authority is within 5 minutes of the Incident being identified as a Priority 1 or Priority 2 Incident.	100%	Service Credit Points shall apply for every 0.1% or part thereof below the Target	300

OFFICIAL

Contract for the Provision of AMS Services

V1.0

Ref	Service Description	Service Level Description	Service Level Target	Associated Service Credits	
				Service Credits Increment	Service Credit Points per service measure increment
IR22	Incident Management	Percentage of Incidents assigned to the correct Resolver Group first time.	≥90%	Service Credit Points shall apply for every 1% or part thereof below the Target	400
IR23	Incident Management	Percentage of all Incidents where the time to assign to the correct Resolver Group is within 12.5% of the total Incident Resolution Target.	≥95%	Service Credit Points shall apply for every 1% or part thereof below the Target	300
IR24	Incident Management	Percentage of Incidents records incorrectly assigned to three (3) or more Resolver Groups.	≤5%	Service Credit Points shall apply for every 1% or part thereof above the Target	500
IA01	Security Management	Percentage of Security Incidents where the time to inform the Authority is within 5 minutes of the Incident being identified as a Security Incident.	100%	Service Credit Points shall apply for every 0.1% or part thereof below the Target	400
SD05	Service Desk	Number of complaints responded to and actions agreed in more than one (1) Working Day.	≤1	Service Credit Points shall apply for every instance above the Target	500
SD06	Service Desk	Percentage of 'chat' contacts responded to within three (3) minutes.	≥95%	Service Credit Points shall apply for every 1% or part thereof below the Target	300
SR01	Service Reporting	Percentage of Reports and Management Information provided on time.	100%	Service Credit Points shall apply for every 1% or part thereof below the Target	500

OFFICIAL

85/94

ANNEX C – END USER COMPUTING SERVICES SUPPLIER UNIQUE SERVICE LEVELS**1. INTRODUCTION**

- 1.1. This Annex sets out the unique Service Levels for FITS Services that shall be delivered by the EUCS Supplier.
- 1.2. The unique Service Levels set out in this Annex shall be measured and reported on by the EUCS Supplier to the SIAM Supplier.
- 1.3. Unless otherwise specified, all Service Levels shall be applied to activities completed during the previous Service Measurement Period.

2. SERVICE LEVEL TARGETS

- 2.1. The EUCS Supplier shall deliver the EUCS Services to the Service Level Targets as set out below.

Ref	Service Description	Service Level Description	Service Level Target	Service Credits Increments Applicable	Service Credit Points per service measure increment

3. KEY PERFORMANCE INDICATORS

- 3.1. The EUCS Supplier shall deliver the EUCS Services to the KPIs as set out below.

The Service Credit Points set out below apply when the KPI has been promoted to a Service Level Target.

Ref	Service Description	Service Level Description	Service Level Target	Associated Service Credits	
				Service Credits Increment	Service Credit Points per service measure increment

ANNEX D – NETWORKS SUPPLIER UNIQUE SERVICE LEVELS**1. INTRODUCTION**

- 1.1. This Annex sets out the unique Service Levels for FITS Services that shall be delivered by the Networks & Telephony Supplier.
- 1.2. The unique Service Levels set out in this Annex shall be measured and reported on by the Networks & Telephony Supplier to the SIAM Supplier.
- 1.3. Unless otherwise specified, all Service Levels shall be applied to activities completed during the previous Service Measurement Period.

2. SERVICE LEVEL TARGETS

- 2.1. The Networks Supplier shall deliver the Networks Services to the Service Level Targets as set out below.

Ref	Service Description	Service Level Description	Service Level Target	Service Credits Increments Applicable	Service Credit Points per service measure increment

3. KEY PERFORMANCE INDICATORS

- 3.1. The Networks Supplier shall deliver the Networks Services to the KPIs as set out below.

The Service Credit Points set out below apply when the KPI has been promoted to a Service Level Target.

Ref	Service Description	Service Level Description	Service Level Target	Associated Service Credits	
				Service Credits Increment	Service Credit Points per service measure increment

ANNEX E – HOSTING UNIQUE SERVICE LEVELS**1. INTRODUCTION**

- 1.1 This Annex sets out the unique Service Levels for FITS Services that shall be delivered by the Hosting Supplier.
- 1.2 The unique Service Levels set out in this Annex shall be measured and reported on by the Hosting Supplier to the SIAM Supplier.
- 1.3 Unless otherwise specified, all Service Levels shall be applied to activities completed during the previous Service Measurement Period.

2. SERVICE LEVEL TARGETS

- 2.1 The Hosting Supplier shall deliver the Hosting Services to the Service Level Targets as set out below.

Ref	Service Description	Service Level Description	Service Level Target	Service Credits Increments Applicable	Service Credit Points per service measure increment

3. KEY PERFORMANCE INDICATORS

- 3.1 The Hosting Supplier shall deliver the Hosting Services to the KPIs as set out below.

The Service Credit Points set out below apply when the KPI has been promoted to a Service Level Target.

Ref	Service Description	Service Level Description	Service Level Target	Associated Service Credits	
				Service Credits Increment	Service Credit Points per service measure increment

ANNEX F – APPLICATION MAINTENANCE SUPPORT UNIQUE SERVICE LEVELS**1. INTRODUCTION**

- 1.1 This Annex sets out the Unique Service Levels for FITS Services that shall be delivered by the AMS Supplier.
- 1.2 The Unique Service Levels set out in this Annex shall be measured and reported on by the AMS Supplier to the SIAM Supplier.
- 1.3 Unless otherwise specified, all Service Levels shall be applied to activities completed during the previous Service Measurement Period.

2. SERVICE LEVEL TARGETS

- 2.1 The AMS Supplier shall deliver the AMS Services to the Service Level Targets as set out below.

Ref	Service Description	Service Level Description	Service Level Target	Service Credits Increments Applicable	Service Credit Points per service measure increment

Ref	Service Description	Service Level Description	Service Level Target	Service Credits Increments Applicable	Credits Service Credit Points per service measure increment
		reporting queries			

3. KEY PERFORMANCE INDICATORS

The AMS Supplier shall deliver the AMS Services to the KPIs as set out below. The Service Credit Points set out below apply when the KPI has been promoted to a Service Level Target.

[illegible]

ANNEX G – PROTECTIVE MONITORING SUPPLIER UNIQUE SERVICE LEVELS

1. INTRODUCTION

- 1.1 This Annex sets out the unique Service Levels for FITS Services that shall be delivered by Protective Monitoring Supplier.
- 1.2 The unique Service Levels set out in this Annex shall be measured and reported on by the Protective Monitoring Supplier to the SIAM Supplier.
- 1.3 Unless otherwise specified, all Service Levels shall be applied to activities completed during the previous Service Measurement Period.

ANNEX H – DATA CENTRE SUPPLIER UNIQUE SERVICE LEVELS

1. INTRODUCTION

- 1.1 This Annex sets out the unique Service Levels for FITS Services that shall be delivered by Data Centre Supplier.
- 1.2 The unique Service Levels set out in this Annex shall be measured and reported on by the Data Centre Supplier to the SIAM Supplier.
- 1.3 Unless otherwise specified, all Service Levels shall be applied to activities completed during the previous Service Measurement Period.

ANNEX I – PRINT SUPPLIER UNIQUE SERVICE LEVELS

1. INTRODUCTION

- 1.1 This Annex sets out the unique Service Levels for FITS Services that shall be delivered by Print Supplier.
- 1.2 The unique Service Levels set out in this Annex shall be measured and reported on by the Print Supplier to the SIAM Supplier.
- 1.3 Unless otherwise specified, all Service Levels shall be applied to activities completed during the previous Service Measurement Period.

End of schedule



Application Maintenance & Support (AMS) Services

Schedule 2.3: Standards

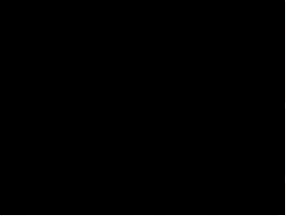
Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
V0.1	27 July 2020		First draft. Based on the Hosting schedule 2.3 Changing references to "Hosting" to "AMS".
V0.2	18 August 2020		Previous changes accepted. Removing footnotes.
V1.0	18 August 2020		Final version.

TABLE OF CONTENTS

1.	PURPOSE OF THE SCHEDULE.....	4
2.	INTRODUCTION.....	4
3.	BUSINESS STANDARDS	4
4.	CONSULTATIVE COMMITTEE ON CRIMINAL JUSTICE SYSTEMS / INTEGRATED BUSINESS STANDARDS CONFORMANCE.....	5
5.	ENVIRONMENTAL STANDARDS	5
6.	HEALTH AND SAFETY STANDARDS	5
7.	INFRASTRUCTURE SAFETY STANDARDS	6
8.	DATA AND INFORMATION STANDARDS	6
9.	SECURITY STANDARDS	6
10.	ACCESSIBLE ICT STANDARDS	7
11.	INFORMATION TECHNOLOGY STANDARDS AND REGULATIONS.....	7
12.	ARCHITECTURE STANDARDS.....	9
13.	QUALITY MANAGEMENT SYSTEM STANDARDS	9
14.	PORTFOLIO, PROGRAMME AND PROJECT MANAGEMENT STANDARDS.....	9
15.	SYSTEMS DEVELOPMENT AND INTEGRATION STANDARDS	9
16.	SERVICE MANAGEMENT STANDARDS	10
17.	TESTING STANDARDS.....	10
18.	EXTERNAL CONNECTIVITY STANDARDS.....	10
19.	LANGUAGE STANDARDS	10
20.	PROCUREMENT STANDARDS.....	11

1. PURPOSE OF THE SCHEDULE

- 1.1 This schedule 2.3 (Standards) details the Standards which the AMS Supplier is required to comply with in delivering the AMS Services pursuant to this Agreement to the extent that such Standards are applicable to the delivery of the AMS Services. For the avoidance of doubt, to the extent that any Standard is not applicable to the delivery of the AMS Services, there is no associated requirement on the AMS Supplier to comply with that Standard or that part of the Standard that does not apply.

2. INTRODUCTION

- 2.1 Throughout the term of this Agreement, the AMS Supplier shall notify Other FITS Suppliers and the Authority of any new or emergent standards which, if adopted, could affect the AMS Supplier's provision, or the Authority's receipt, of the FITS Services. Subject to clause 49 (Change in Law), the adoption of any such new or emergent standard or changes to existing Standards shall be processed under schedule 8.2 (Change Control Procedure).
- 2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the AMS Supplier shall be responsible for ensuring that the potential impact to the AMS Supplier's provision, or the Authority's receipt, of the FITS Services is explained to the Authority and the Other FITS Suppliers through the appropriate governance forum, prior to the implementation of the new or emergent standard.
- 2.3 The AMS Supplier will ensure (when designing and delivering AMS Services to the Authority) that the Authority will comply with HMG ICT Strategy and the set of Standards (such as those associated with the adoption of cross government cloud services, the adoption of the PSN for network service provision) related to that strategy, unless otherwise agreed through the appropriate governance forum. Anticipating Standards development and adoption in accordance with paragraph 2.1, where possible, is therefore a requirement on the AMS Supplier.
- 2.4 The AMS Supplier's solution shall comply with the current Authority ICT Strategy and relevant sub-strategies. In the event this strategy conflicts with the HMG ICT Strategy, the Authority ICT Strategy shall prevail.

3. BUSINESS STANDARDS

- 3.1 The AMS Supplier shall comply with the business unit operating Standards referred to in this paragraph 3.
- 3.2 **National Offender Management Services ("NOMS") Conformance and Dependencies Standards**
- 3.2.1 Where applicable for the delivery of the FITS Services, the AMS Supplier shall comply with the Authority's operating standards, as laid down in the "Prison Service Operating Standards" (the "**Operating Standards**"), as amended or replaced (on an individual or collective basis) from time to time.

3.2.2 The Operating Standards clarify and codify, in a single document, standards distilled from the prison rules, standing orders, various management manuals and instructions to governors. These are explicitly referred to as "Prison Service Standing Orders" or "Prison Service Instructions" and are essentially the internal laws of the prison estate.

3.2.3 Reference is also made in the Operating Standards to the European Prison Rules and guides to best practice such as the "Model regime for Local Prisons and Remand Centres" and the "Admissions Guide". The AMS Supplier shall comply with the structure and content of such European Prison Rules and guides to best practice referred to in the Operating Standards as appropriate for the delivery of the AMS Services.

4. CONSULTATIVE COMMITTEE ON CRIMINAL JUSTICE SYSTEMS / INTEGRATED BUSINESS STANDARDS CONFORMANCE

Where applicable for the delivery of the AMS Services, and especially for Projects in the area of data interchange with other organisations involved in the delivery of criminal justice services, the AMS Supplier shall comply with the relevant CCCJS Standards. The Standards are available at:
<http://listpoint.co.uk/Context/details/CJSE%20Data%20Standards%20Catalogue/4.3> .

5. ENVIRONMENTAL STANDARDS

5.1 The AMS Supplier shall comply with the environmental conditions in the HMPS Establishment Service/PABX Room Design Standards v 1.2 when relocating, refurbishing or building a new Server Room.

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

5.3 The AMS Supplier shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2006/3289 and Waste Electrical and Electronic Equipment Regulations 2013/3113 and other applicable environmental laws and regulations.

5.4 The AMS Supplier shall comply with the Authority ICT Environmental Requirements, as held in the Service Knowledge Library.

6. HEALTH AND SAFETY STANDARDS

6.1 The AMS Supplier shall comply with the Corporate Health and Safety Policy, as held in the Service Knowledge Library.

7. INFRASTRUCTURE SAFETY STANDARDS

- 7.1 The AMS Supplier shall comply with the following standards related to the safety of information technology equipment including electrical business equipment:
- 7.1.1 any new hardware, required for the delivery of the FITS Services (including printers), shall conform to BS EN 62368-1:2014+A11:2007 or subsequent replacements. In considering where to site any such hardware, the AMS Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
 - 7.1.2 any new audio, video and similar electronic apparatus required for the delivery of the FITS Services, shall conform to BS EN 60065:2014+A11:2017 or subsequent replacements;
 - 7.1.3 any new laser printers or scanners, required for the delivery of the FITS Services, shall conform to BS EN 60825-1:2014 or subsequent replacement; and
 - 7.1.4 any new apparatus for connection to any telecommunication network, and required for the delivery of the FITS Services, shall conform to BS EN 62949:2017 or subsequent replacements.
- 7.2 The Authority shall carry out, and document, electrical safety checks on portable appliances at Sites, as required under health and safety Law.
- 7.3 Where required to do so, the AMS Supplier shall be responsible for performing electrical safety checks in accordance with health and safety Law. This applies to how the checks are performed, by whom, and how frequently they should occur.
- 7.4 The AMS Supplier shall ensure that all equipment supplied shall comply with the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012/3032 and any later amendments.

8. NOT USED**9. SECURITY STANDARDS**

- 9.1 The AMS Supplier shall comply with the Cabinet Office Security Policy Framework (<https://www.gov.uk/government/publications/security-policy-framework>).
- 9.2 The AMS Supplier shall comply with and certify against ISO/IEC 27001:2013 - Information technology— Security techniques — Information security management systems — Requirements.
- 9.3 The AMS Supplier shall comply with BS ISO/IEC 27002:2013 - Information technology - Security techniques - Code of practice for information security controls.
- 9.4 The AMS Supplier shall comply with the NCSC's IA policy portfolio.

- 9.5 The AMS Supplier shall adhere to the Security Content Automation Protocol (SCAP) for the measurement, scoring and describing of vulnerabilities.
- 9.6 The AMS Supplier shall comply with the Payment Card Industry Data Security Standard (PCI-DSS) V3.2.1 for the storage, processing or transmission of cardholder data.
- 9.7 The AMS Supplier shall ensure that all Public Key Cryptography solutions conform to the Public Key Cryptography Standards (PKCS).
- 9.8 The AMS Supplier shall ensure that all Network Access Control services conform to the IEEE 802.1x standard.
- 9.9 The AMS Supplier shall comply with the Cabinet Office End User Devices Security and Configuration Guidance: <https://www.ncsc.gov.uk/collection/end-user-device-security>.

10. ACCESSIBLE ICT STANDARDS

- 10.1 The AMS Supplier shall comply with the World Wide Web Consortium Web Accessibility Initiative Web Content Accessibility Guidelines 2.0 Conformance Level AA.
- 10.2 The AMS Supplier shall comply with ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.
- 10.3 The AMS Supplier shall comply with BS 8878:2010.

11. INFORMATION TECHNOLOGY STANDARDS AND REGULATIONS

- 11.1 The AMS Supplier shall comply with standards relating to HMG ICT Strategy, and in particular the following Cabinet Office standards and guidelines as set out in the documents available at:
 - 11.1.1 e-GIF – as documented at <http://webarchive.nationalarchives.gov.uk/20101125182832/http://www.cabinetoffice.gov.uk/govtalk/schemasstandards/e-gif.aspx>
 - 11.1.2 e-Government Interoperability Framework (e-GIF v6.1, 18/31/2005);
 - 11.1.3 e-GIF Technical Standards Catalogue (v6.2, 2/9/2005); and
 - 11.1.4 e-Government Metadata Standard (e-GMS v3.1, 29/8/2008).
- 11.2 Subject to paragraph 2.1, the AMS Supplier shall comply with the most recently published version of the e-GIF as is available at the time the AMS Supplier starts implementation or update of a technical product on behalf of Authority.
- 11.3 The AMS Supplier shall ensure that all documentation published to the Authority or Other FITS Suppliers is provided in a non-proprietary format as well as any native file format in accordance with HMG Open Standards Principles, unless otherwise agreed with the Authority.

- 11.4 The AMS Supplier shall comply where relevant with HMG Open Standards Principles, especially as these relate to specification of standards for software interoperability, data and document formats in Government IT.
- 11.5 The AMS Supplier shall comply with the Authority's Enterprise Architecture as specified in the Service Knowledge Library.
- 11.6 The AMS Supplier shall comply with the FITS Enterprise Architecture, a subset of the Authority's overall Enterprise Architecture as specified in the Service Knowledge Library. In the event that the two Enterprise Architectures conflict, the FITS Enterprise Architecture shall prevail.
- 11.7 The AMS Supplier shall comply with the Authority's Standards Information Base specified in the Service Knowledge Library.
- 11.8 The AMS Supplier shall comply with the Standards specified in the PSN including but not limited to:
 - 11.8.1 the PSN Operating Model v2.0, Dec 2010;
 - 11.8.2 Government Conveyance Network Service Description v4.0, Jan 2013;
 - 11.8.3 Technical Domain Description v4.0, May 2013;
 - 11.8.4 the PSN's Public Key Infrastructure Strategy – version 1.0, Jul 2011; and
 - 11.8.5 the PSN's Identity Assurance Strategy – version 2.0, May 2011.
- 11.9 The AMS Supplier shall comply with the Standards specified in the HMG ICT Strategies for Data Centres, End User Devices and Cloud Computing, including but not limited to Operating Models, and Technical Domain descriptions. The AMS Supplier shall also comply with the international industry standards for data centres, including:
 - 11.9.1 BS EN 50600-2-5:2016: Information technology. Data centre facilities and infrastructures;
 - 11.9.2 ANSI/TIA-942-A-1 (2013): Telecommunications Infrastructure Standards for Data Centers;
 - 11.9.3 BS EN 60297-3-100:2009 Mechanical structures for electronic equipment – Dimensions of mechanical structures of the 482,6 mm (19 in) series;
 - 11.9.4 ASHRAE, Best Practice for Datacom Facility Energy Efficiency, Second Edition (2009);
 - 11.9.5 ASHRAE, Design Considerations for Data and Communications Equipment Centers, Second Edition (2009); and
 - 11.9.6 ASHRAE 2011, Thermal Guidelines for Data Processing Environments – Expanded Data Centre Classes and Usage Guidance, 2011.

- 11.10 The AMS Supplier shall comply with the EU Code of Conduct on Data Centres Energy Efficiency. The AMS Supplier shall ensure that any data centres used in delivering the AMS Services are registered as a participant under the Code of Conduct.
- 11.11 The AMS Supplier shall comply with the Authority and HMG's objectives to reduce waste and meet the aims of the Greening Government: ICT Strategy contained in the document "Greening Government: ICT Strategy issue (March 2011)". The latest official version can be found at:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/155098/greening-government-ict-strategy.pdf
- 11.12 The AMS Supplier shall with comply with the Authority ICT Strategy and HMG Sustainable Development in Government objectives, as updated from time to time.
- 11.13 The AMS Supplier shall comply with the Government Policy for Open Source, Open Standards, and Reuse (published 27 January 2010). This latest version can be found at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/61962/open_source.pdf.
- 11.14 The AMS Supplier shall ensure that the FITS Services will take account of best practice from The National Archive for Email Archiving. The latest version can be found at: <http://nationalarchives.gov.uk/information-management/manage-information/policy-process/managing-email/>

12. **ARCHITECTURE STANDARDS**

The AMS Supplier shall comply with the COBIT and TOGAF 9.1 Architecture Framework and Standards.

13. **QUALITY MANAGEMENT SYSTEM STANDARDS**

The AMS Supplier shall comply with either HMG Standards for Quality Management, e.g. ISO 9001 or other best industry Standards as agreed and documented in the Quality Management System.

14. **PORTFOLIO, PROGRAMME AND PROJECT MANAGEMENT STANDARDS**

- 14.1 The AMS Supplier shall comply with PRINCE2 methodologies, supplemented where appropriate by the tools and methods of the AMS Supplier's own project management methodologies.
- 14.2 The AMS Supplier shall make use of the COBIT framework for business / IT alignment and the CMMI framework for organisational maturity assessment.

15. **SYSTEMS DEVELOPMENT AND INTEGRATION STANDARDS**

- 15.1 Where applicable for the delivery of the FITS Services, and especially in the area of data interchange with other organisations involved in the delivery of criminal justice services, the

AMS Supplier shall comply with CCCJS/IBIS Standards and principles. The Authority shall make these available to the AMS Supplier.

- 15.2 The AMS Supplier shall comply with the Digital By Default Service Standard as set out at: <https://www.gov.uk/service-manual/digital-by-default>.

16. SERVICE MANAGEMENT STANDARDS

- 16.1 The AMS Supplier shall comply with Industry and HMG Standards and best practice guidelines in the delivery of AMS Services including but not limited to:

- 16.1.1 ITIL v3 2011;
- 16.1.2 ISO/IEC 20000-1 2018 ITSM Specification for Service Management;
- 16.1.3 ISO/IEC 20000-2 2012 ITSM Code of Practice for Service Management;
- 16.1.4 ISO 10007 gives guidance on the use of Configuration Management within an organisation; and
- 16.1.5 BS EN ISO 22313:2014 Code of Practice for Business Continuity Management Systems and, ISO/IEC 27031:2011 and ISO 22301 in the provision ITSC/DR plans.

17. TESTING STANDARDS

- 17.1 The AMS Supplier shall comply with the Authority Test Strategy.
- 17.2 The AMS Supplier shall comply with the Authority's testing Product Descriptions.

18. EXTERNAL CONNECTIVITY STANDARDS

- 18.1 FITS Supplier solutions must comply with the following Codes of Connection, Connection Criteria and Standards and departmentally accredited variants governing connectivity to external networks:

- 18.1.1 PSN Compliance v3.7, Jul 2012; and
- 18.1.2 PSN Code of Connection v2.7.

19. LANGUAGE STANDARDS

- 19.1 The AMS Supplier shall ensure that all AMS Services and, where required by the Authority, all Future Services are delivered using UK English and comply with the Welsh Language Act 1993 and the Welsh Language (Wales) Measure 2011. All software shall be configured for UK English where this option is available.

20. **PROCUREMENT STANDARDS**

- 20.1 The AMS Supplier shall procure ICT related goods (including both equipment and consumable items) for use in delivering this Agreement such that, where available, HMG Buying Standards are conformed to.
- 20.2 Where, specific ICT related goods are not covered by the HMG Buying Standards, the AMS Supplier shall conform to available ECMA standards.

End of schedule



Ministry of
JUSTICE

Application Maintenance & Support (AMS) Services

Schedule 2.6: Insurance Requirements

VERSION CONTROL

Version Control

Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	27 July 2020		First draft based upon original AMS version. Removal of "Lot 1".
1.0	11 August 2020		Final version

TABLE OF CONTENTS

1. INSURANCE COVENANTS.....4

2 INSURANCES 7

3 UNITED KINGDOM COMPULSORY INSURANCES 10

1. INSURANCE COVENANTS

- 1.1 Without prejudice to its liability to indemnify or otherwise be liable to the Authority under this Agreement, the AMS Supplier shall for the periods specified in this schedule 2.6 (Insurance Requirements) take out and maintain or procure the taking out and maintenance of the insurances as set out under paragraph 2 of this schedule 2.6 (Insurance Requirements) and any other insurances as may be required by Law, together the "**Insurances**". The AMS Supplier shall ensure that each of the Insurances is effective in each case not later than the date on which the relevant risk commences.
- 1.2 The Insurances shall be maintained from time to time (as far as is reasonably practicable) on terms no less favourable to those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time and in accordance with Good Industry Practice.
- 1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 1.4 The AMS Supplier shall ensure in respect of each of the public and products liability and employers liability insurances that:
- 1.4.1 the policies of insurance shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third party property damage and for which the AMS Supplier is legally liable in the provision of the services under this Agreement; and
 - 1.4.2 the policies of insurance contain a clause waiving all rights of subrogation or action that insurers may acquire against the Authority, its employees, servants and agents. The provisions of this paragraph 1.4.2 shall not apply against any Authority employee, servant or agent who has caused or contributed to such an occurrence or claim by fraud, deliberate misrepresentation, deliberate non-disclosure or deliberate breach of policy condition.
- 1.5 Without limiting the other provisions of this Agreement, the AMS Supplier shall:
- 1.5.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the AMS Services as it would be reasonable to expect of a

- prudent contractor acting in accordance with Good Industry Practice including but not limited to the investigation and reports of relevant claims to insurers;
- 1.5.2 promptly notify the insurers of any relevant material fact under any Insurances of which the AMS Supplier is or becomes aware; and
- 1.5.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a part and for which it is responsible under this Agreement.
- 1.6 Neither party to this Agreement shall take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 1.7 The Authority may elect (but shall not be obliged) where notice has been provided to the AMS Supplier to purchase any insurance which the AMS Supplier is required to maintain pursuant to this Agreement but has failed to maintain in full force and effect, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the AMS Supplier.
- 1.8 The AMS Supplier shall upon the Effective Date and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in full force and effect and meet in full the requirements of this schedule 2.6 (Insurance Requirements). Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the AMS Supplier of its liabilities and obligations under this Agreement.
- 1.9 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
- 1.9.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the AMS Supplier shall submit to the Authority immediately details of the policy concerned and shall submit forthwith its proposed solution for maintaining the minimum limit of indemnity specified;

- 1.9.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the AMS Supplier shall ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; and
- 1.9.3 if the AMS Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified it shall submit to the Authority immediately full details of the policy concerned and shall submit forthwith its proposed solution for maintaining the minimum limit of indemnity specified.
- 1.10 The AMS Supplier shall notify the Authority at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 1.11 The AMS Supplier shall promptly notify to insurers any matter arising from, or in relation to, the AMS Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to the AMS Services or this Agreement, the AMS Supplier shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 1.12 Except where the Authority is the claimant party, the AMS Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of one hundred thousand pounds (£100,000) relating to the provision of the AMS Services or this Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
- 1.13 Where any Insurance requires payment of a premium, the AMS Supplier shall be liable for such premium.
- 1.14 Where any Insurance referred to in this schedule 2.6 (Insurance Requirements) is subject to an excess or deductible below which the indemnity from insurers is excluded, the AMS Supplier shall be liable for such excess or deductible and shall indemnify the Authority against any loss or claims which would otherwise be insured but for the excess or deductible. The AMS Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

2 INSURANCES

2.1 Third Party Public & Products Liability Insurance

2.1.1 Insured

The AMS Supplier (the "**Insured**")

2.1.2 Interest

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

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

2.1.2.2 loss of or damage to property,

happening during the period of Insurance and arising out of or in connection with the provision of the AMS Services and in connection with this Agreement.

2.1.3 Limit of Indemnity

Not less than [REDACTED] in respect of any one occurrence, but [REDACTED] any one occurrence and in the aggregate per annum in respect of products and pollution liability.

2.1.4 Territorial Limits

United Kingdom

2.1.5 Jurisdiction and choice of law relating to policy interpretation

Courts of England and Wales and English law.

2.1.6 Period of Insurance

From the date of this Agreement for the duration of this Agreement and renewable on an annual basis unless agreed otherwise.

2.1.7 Cover Features and Extensions

2.1.7.1 Waiver of subrogation and/or claims for contributory negligence against the Authority, its employees, servants and agents.

2.1.7.2 Indemnity to principals clause.

2.1.8 Principal Exclusions

War and related perils.

Nuclear and radioactive risks.

Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.

Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

Liability arising from the ownership, possession or use of any aircraft or marine vessel.

Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

2.1.9 Maximum Deductible

Not to Exceed [REDACTED] for each and every third party property damage claim (personal injury claims to be paid in full).

2.2 Professional Indemnity Insurance**2.2.1 Insured**

The AMS Supplier (the "Insured")

2.2.2 Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants costs and expenses) as a result of claims first made against the Insured during the period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the AMS Services and in connection with this Agreement.

2.2.3 Limit of Indemnity

Not less than [REDACTED] ([REDACTED]) in respect of any one claim and in the aggregate per annum.

2.2.4 Territorial Limits

United Kingdom

2.2.5 Jurisdiction and choice of law relating to policy interpretation

Courts of England and Wales and English law.

2.2.6 Period of Insurance

From the date of this Agreement for the duration of this Agreement and renewable on an annual basis unless agreed otherwise and a period of three years (3) following the expiry date or the termination date whichever occurs earlier.

2.2.7 Cover Features and Extensions

Retroactive cover to apply to any claims made policy wording in respect of the Agreement or retroactive date to be no later than the date of this Agreement.

2.2.8 Principal Exclusions

War and related perils

Nuclear and radioactive risks

2.2.9 Maximum Deductible

Not to exceed [REDACTED] each and every claim.

3 UNITED KINGDOM COMPULSORY INSURANCES

- 3.1 The AMS Supplier is required to meet its United Kingdom and all other statutory insurance obligations in full. Insurances are required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance.
- 3.2 The limit of indemnity for the employers' liability insurance shall not be less than [REDACTED] [REDACTED] (or such other limit as may be required by Law from time to time) for any one occurrence inclusive of costs.
- 3.3 The insurance, employers' liability insurance shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority arising from the acts or omissions or the performance by the AMS Supplier of the AMS Services and in connection with this Agreement.

End of schedule



Ministry of
JUSTICE

Application Maintenance & Support (AMS) Services

Schedule 3.1: Authority Responsibilities

VERSION CONTROL

Version Control

Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	29 July 2020		First draft based on conformed version. Removal of “Lot 1”. Removing inapplicable responsibilities.
0.2	24 August 2020		Previous tracked changes accepted.
0.3	21 September 2020		Updated draft following review of CAN updates.
0.4	23 September 2020		Updated draft.
1.0	28 September 2020		Final version

TABLE OF CONTENTS

AUTHORITY RESPONSIBILITIES 4

1. AUTHORITY RESPONSIBILITIES

- 1.1 The Authority's responsibilities under the Tower Service Agreement are stated in schedule 4 to the Master Services Agreement and as follows:
 - 1.1.1 The Authority shall perform those obligations of the Authority which are set out in the clauses of this Agreement and the paragraphs of the Schedules (except Schedule 2.1 (Services Description) and Schedule 4.1 (Supplier Solution)).
- 1.2 In relation to the [REDACTED] the AMS Supplier has a dependency on the Authority to:
 - 1.2.1 provide hardware support for [REDACTED] servers;
 - 1.2.2 provide support for the structured cabling at each site utilised by the [REDACTED] Public Displays;
 - 1.2.3 ensure all users are available during onsite visits;
 - 1.2.4 ensure access to site and AMS Supplier or its Sub-contractor's engineer is escorted as required;
 - 1.2.5 provide point of contact and address details for return of remaining break fix stock at point of termination of the [REDACTED] Service;
 - 1.2.6 provide connectivity to the two master servers (Cardiff and Snaresbrook) to the internet via the internet proxies on the estate for the purposes of downloading RHEL patches; and
 - 1.2.7 provide connectivity for DOM1 access for each of the local proxy servers.
- 1.3 In relation to the Enhanced Application Service Review the AMS Supplier has a dependency on the Authority to provide access to the ServiceNow system to be able to run reports to obtain information.

End of schedule



Ministry of
JUSTICE

Application Maintenance & Support (AMS) Services

Schedule 3.2: Other Service Towers Responsibilities

VERSION CONTROL

Version Control

Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	29 July 2020		First draft. Conformed AMS schedule used as the base document. Removal of "Lot 1".
0.2	24 August 2020		Previous changes accepted.
0.3	21 September 2020		Updated draft following review of CAN updates.
0.4	23 September 2020		Updated draft.
1.0	28 September 2020		Final version.

TABLE OF CONTENTS

OTHER SERVICE TOWER RESPONSIBILITIES 4

1. OTHER SERVICE TOWER RESPONSIBILITIES

- 1.1 The AM Dashboard Service has a dependency on the EUCS Supplier to provide continued access to an “[REDACTED]” capability that facilitates integration between the AMS Supplier’s [REDACTED] and the [REDACTED] website.
- 1.2 The Other FITS Suppliers’ responsibilities under the Tower Service Agreement are stated in schedule 4 to the Master Services Agreement.

End of schedule



**Ministry of
JUSTICE**

Application Maintenance & Support (AMS) Services

Schedule 4.2: Commercially Sensitive Information

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	27 July 2020		First draft based upon original AMS version. Removal of "Lot 1". Update for new agreement.
1.0	11 August 2020		Previous tracked changes accepted. Final version.

TABLE OF CONTENTS

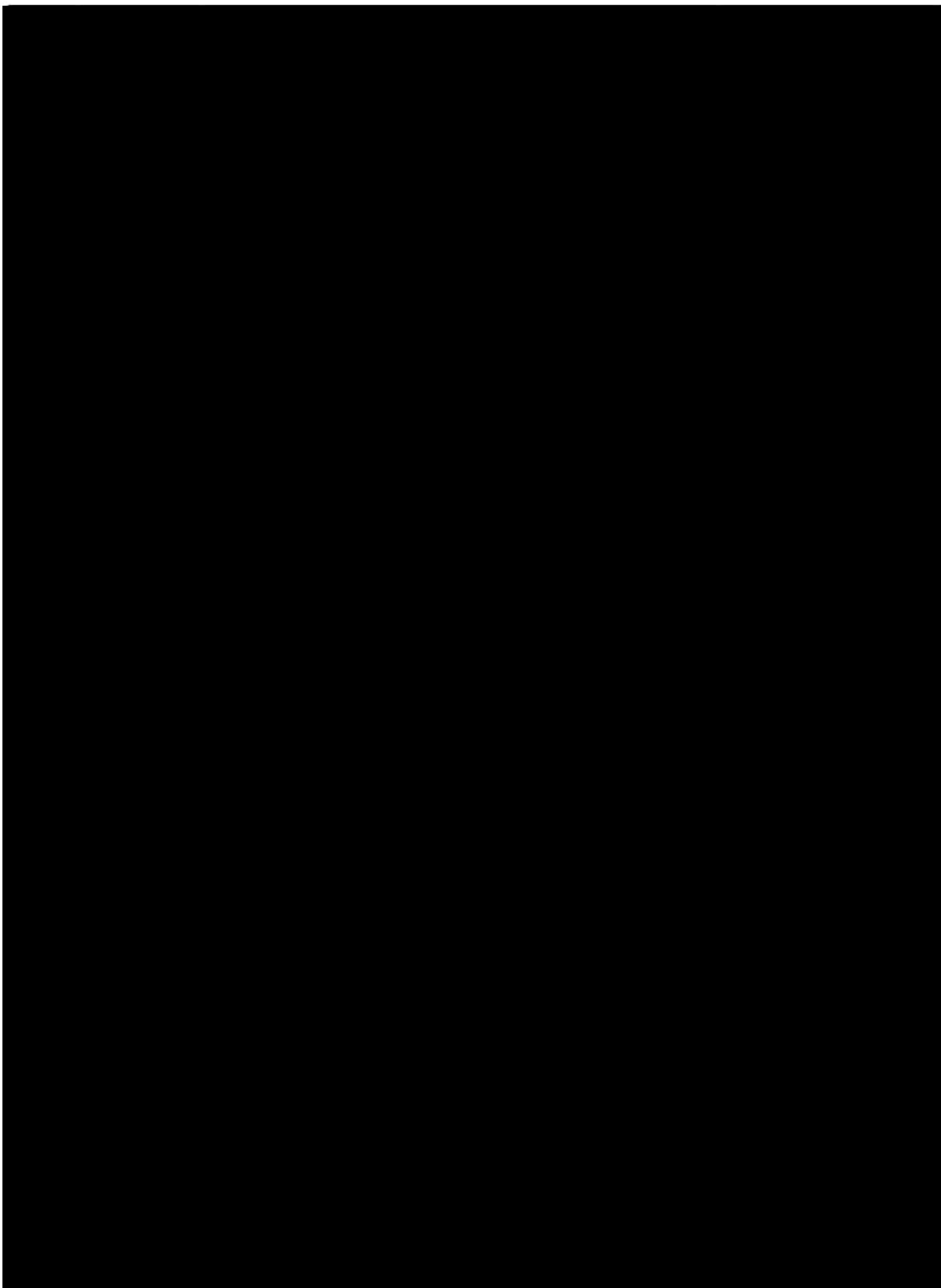
1. INTRODUCTION4

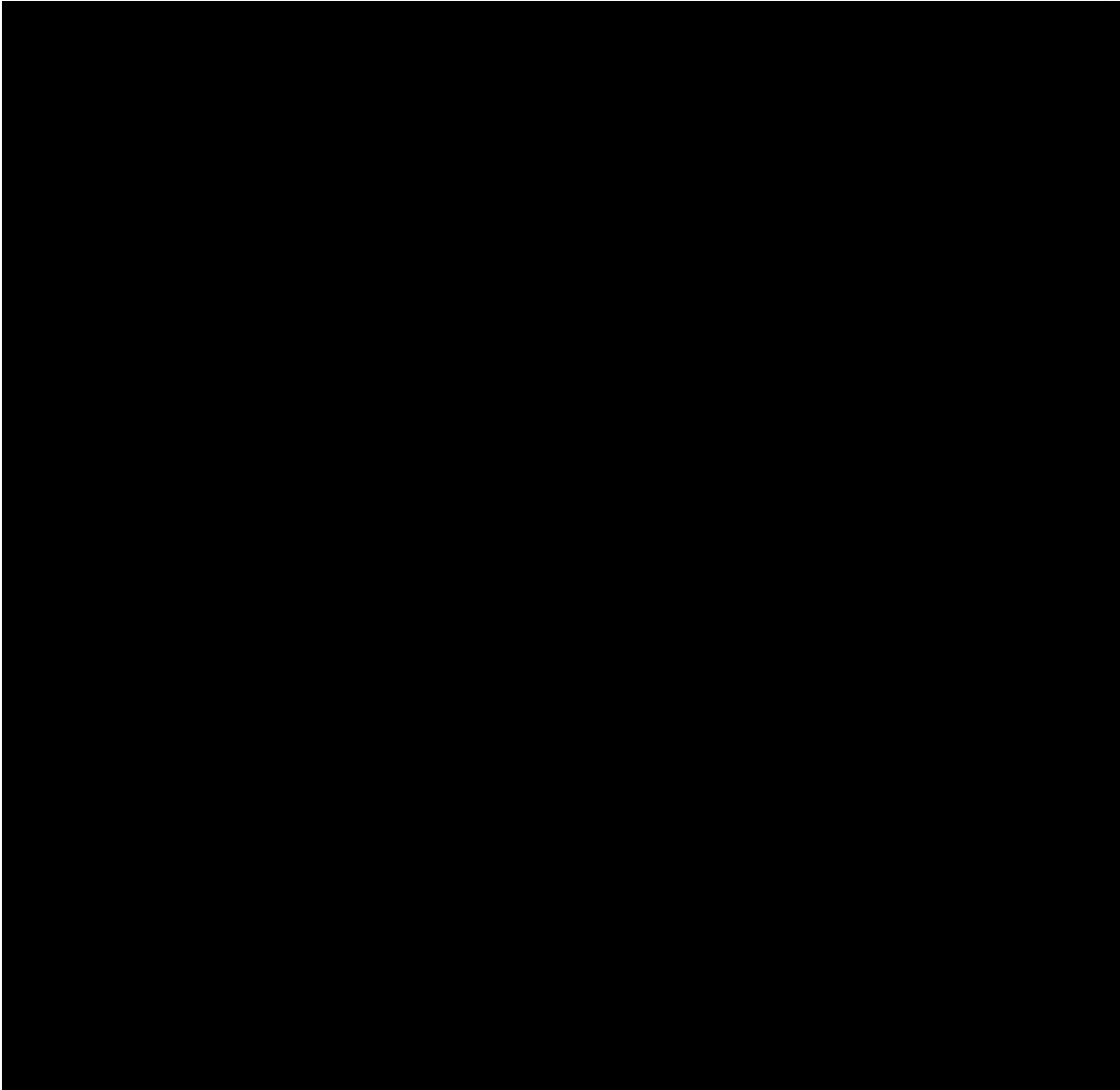
Commercially Sensitive Information**1. INTRODUCTION**

- 1.1 Without prejudice to the Authority's general obligation of confidentiality, the parties acknowledge that the Authority may have to disclose Information in or relating to the Agreement following a Request for Information pursuant to clause 44 (Freedom of Information).
- 1.2 In this schedule the parties have sought to identify the AMS Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 1.3 Where possible the parties have sought to identify where any relevant Information will cease to fall into the category of Information to which this schedule applies.
- 1.4 Without prejudice to the Authority's obligation to disclose Information in accordance with Freedom of Information Act, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the Freedom of Information Act 2000 to the Information listed in the Appendix.

APPENDIX

Commercially Sensitive Information





End of schedule



Application Maintenance & Support (AMS) Services

Schedule 5.2: Licence Terms

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	27 July 2020		First draft. Using original AMS schedule as the base document. Removal of "Lot 1"
1.0	11 August 2020		Final version.

TABLE OF CONTENTS

PART A 4

1. SCOPE OF THE STANDARD LICENCE TERMS..... 4

2. LICENCE TERMS 4

3. FIXES 5

4. TERMINATION..... 5

PART B 7

1. SCOPE OF THE ENHANCED LICENCE TERMS 7

2. LICENCE TERMS 7

PART A

Standard Licence Terms

1. SCOPE OF THE STANDARD LICENCE TERMS

This part A of this schedule 5.2 (Licence Terms) sets out the Standard Licence Terms granted by the Licensor:

- 1.1 to the Authority in respect of the AMS Supplier Software and Third Party Software; and
- 1.2 to a Replacement AMS Supplier in respect of AMS Supplier Software, Third Party Software and/or AMS Supplier's Background IPR if requested by the Authority pursuant to clause 37.4.

2. LICENCE TERMS

- 2.1 Each licence granted under the Standard Licence Terms pursuant to clause 37 shall be perpetual, royalty free and non-exclusive and shall allow the Licensee to Use the AMS Supplier Software and the Third Party Software.
- 2.2 The Licensee may copy the AMS Supplier Software and/or the Third Party Software (as relevant) in order to create an archival copy and a back-up copy of it. When copying the Licensor's 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*]."
- 2.3 The Licensee may sub-license the rights granted to it pursuant to the Standard Licence Terms to a third party (including for the avoidance of doubt any Replacement AMS Supplier) provided that:
 - 2.3.1 the sub-licence only authorises the third party to Use the Licensor's Software for the benefit of the Authority; and
 - 2.3.2 the third party has entered into a confidentiality undertaking with the Licensee.
- 2.4 The Authority may:
 - 2.4.1 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 Authority; or

2.4.2 transfer the licences to other machines or users within the Authority.

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

2.6 If a licence under the Standard Licence Terms is novated pursuant to paragraph 2.4.1 or there is a change of the Authority's status pursuant to paragraph 2.5, (in the remainder of this paragraph both such bodies are referred to as the "**Transferee**"):

2.6.1 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

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

4. **TERMINATION**

4.1 A licence granted under the Standard Licence Terms shall survive the termination or expiry of this Agreement.

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

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

4.2.2 the Licensee commits any material breach of the Standard Licence Terms which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days

after the Licensor has given the Authority and/the Replacement AMS Supplier (if applicable) written notice specifying the breach and requiring its remedy.

4.3 When a licence under the Standard Licence Terms ends for whatever reason, the Licensee shall:

4.3.1 immediately cease all use of the Licensed Materials;

4.3.2 at the discretion of the Licensor, return or destroy the Licensed Materials, provided that if the Licensor has not made an election within six (6) months of the termination of the licence, the Licensee may destroy the Licensed Materials; and

4.3.3 provide the Licensor with a written notice, signed and otherwise completed by an authorised signatory, to certify compliance with the provisions of paragraph 4.3.1 above.

PART B

Enhanced Licence Terms

1. SCOPE OF THE ENHANCED LICENCE TERMS

This part B of this schedule 5.2 (Licence Terms) sets out the Enhanced Licence Terms granted by the AMS Supplier to the Authority in respect of the Embedded Third Party IPR and the AMS Supplier's Background IPRs.

2. LICENCE TERMS

- 2.1 Each licence granted under the Enhanced Licence Terms pursuant to clause 37 shall be perpetual, royalty free, irrevocable, transferable and non-exclusive and shall allow the Licensee to Use the Embedded Third Party IPR and/or the AMS Supplier's Background IPRs (as relevant).
- 2.2 The Licensee may sub-licence its rights pursuant to a licence under the Enhanced Licence Terms to a third party (including, for the avoidance of doubt, any Replacement AMS Supplier) provided that:
 - 2.2.1 the sub-licence only authorises the third party to Use the Embedded Third Party IPRs and/or the AMS Supplier's Background IPRs for the benefit of the Authority; and
 - 2.2.2 the third party has entered into a confidentiality undertaking with the Licensee.
- 2.3 The Licensee may sub-licence its rights under the Enhanced Licence Terms to any other Crown Body for them to use Embedded Third Party IPRs and/or the AMS Supplier's Background IPRs on the same basis as the Authority.
- 2.4 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Enhanced Licence Terms to any other body (including any Contracting Authority or private sector body) which substantially performs any of the functions that previously had been performed by the Authority.
- 2.5 Any change in the legal status of the Authority which means that it ceases to be a Contracting Authority shall not affect the validity of any licence granted under the Enhanced Licence Terms. If the Authority ceases to be a Contracting Authority, the Enhanced Licence Terms shall be binding on any successor body to the Authority.

- 2.6 If a licence under the Enhanced Licence Terms is novated pursuant to paragraph 2.4 or there is a change of the Authority's status pursuant to paragraph 2.5, (in the remainder of this paragraph both such bodies are referred to as the "**Transferee**"):
- 2.6.1 the Transferee may only assign, novate or otherwise dispose of its rights and obligations under the Enhanced Licence Terms (or any part of it) with the prior written consent (not to be unreasonably withheld or delayed) of the Licensor; and
 - 2.6.2 the rights acquired by the Transferee relating to the Use of the Embedded Third Party IPRs and/or the AMS Supplier's Background IPRs shall not extend beyond those previously enjoyed by the Authority.

End of schedule



Ministry of
JUSTICE

Application Maintenance & Support (AMS) Services

Schedule 5.3: Escrow Terms

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	9 September 2020		First draft. Based on AMS1 award version. Removal of "Lot 1".
1.0	10 September 2020		Final version.

TABLE OF CONTENTS

1. VARIATIONS FROM STANDARD COMMERCIAL ESCROW ARRANGEMENTS 4

2. INTRODUCTION 4

3. ESCROW TERMS..... 4

1. VARIATIONS FROM STANDARD COMMERCIAL ESCROW ARRANGEMENTS**2. INTRODUCTION**

This schedule 5.3 (Escrow Terms) sets out the terms on which the parties and the [REDACTED] shall enter into escrow arrangements in respect of the Deposited Software in accordance with clause 41.

3. ESCROW TERMS

3.1 Subject to clause 41.1, the escrow terms shall be as set out in Annex A to this schedule 5.3 (Escrow Terms).

3.2 For the purposes of this Agreement, [REDACTED]

[REDACTED] shall be the Escrow Agent.

ANNEX A

Escrow Terms

The escrow terms shall be [REDACTED]'s applicable form of agreement in force at the time the relevant Deposited Software is deposited.

End of schedule



Application Maintenance & Support (AMS) Services

Schedule 6.1: Project Management

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
V0.1	27 July 2020		First draft. Based on the hosting schedule 6.1. Changes from "Hosting" to "AMS".
V0.2	12 August 2020		All previous tracked changes accepted. Removal of Appendix E.
V1.0	20 August 2020		Final version.

Table of Contents

PART 1	5
PROJECT PROCESSES	5
2. PART 2 (NOT USED)	13
PART 3	13
3. INTRODUCTION TO ACCEPTANCE	13
4. ACCEPTANCE CRITERIA	13
5. TESTING	15
6. RISK	16
7. MILESTONES	16
APPENDIX A	18
NOT USED	18
APPENDIX B	19
PRODUCT DESCRIPTIONS (PD)	19
APPENDIX C	50
TEST CERTIFICATE	50
APPENDIX D	51
MILESTONE ACHIEVEMENT CERTIFICATE	51

This schedule 6.1 (Project Management) sets out the parties' obligations and responsibilities during projects relating to the delivery of Future Services. This schedule 6.1 (Project Management) sets out the Documentary Deliverables and associated Product Descriptions that should be delivered as standard, but the parties may agree to vary this for individual projects at project definition through the Proposal Document or PID, as well as through the Change Control Procedure. The Authority governance that applies during those periods is the CTS Project Delivery Process Governance (PDPG). Suppliers must be cognisant of the Authority's governance process and take into account the timescales and requirements of that process in making proposals or submissions.

Part 1**Project Processes**

- 1.1. This Part 1 of this schedule 6.1 (Project Management) describes the processes and procedures to be followed by the AMS Supplier, the Other FITS Suppliers, other Technology Suppliers and the Authority during project delivery.
- 1.1.1. There are seven stages to the delivery of future projects, each controlled by an end of stage Gate:
- 1.1.1.1. identification and scope;
 - 1.1.1.2. delivery strategy agreed;
 - 1.1.1.3. digital and technology triage;
 - 1.1.1.4. solution development;
 - 1.1.1.5. deployment and delivery;
 - 1.1.1.6. acceptance into service;
 - 1.1.1.7. closure.
- 1.1.2. Any projects for Future Services shall commence at the 'identification' stage, unless otherwise agreed by the Authority.
- 1.2. The implementation of Projects shall be delivered following the PRINCE 2 (Projects in a Controlled Environment, Managing Successful Projects using PRINCE 2) methodology. The Authority shall produce and issue a template Project specific Document Deliverables Matrix (a "DDM") tailored to each Project with each Project Notification pursuant to paragraph 1.9 of this Part 1 of this schedule 6.1 (Project Management). Save as set out in paragraph 1.3 and subject to each Project specific Document Deliverables Matrix, the AMS Supplier shall produce the following Documentary Deliverables, a template for each being set out at Appendix B of this schedule 6.1 (Project Management) and always in accordance with PRINCE 2 and the PDPG. The Documentary Deliverables required to initiate a Project shall proceed through the Gate 3 Review process as referred to in the PDPG and be Approved by the Authority as described on paragraph 1.10 below.

	Purpose and key features	Produced by whom and when
Documentary Deliverables required to initiate a AMS Supplier Project		
A Project Initiation Document (PID)	The Project Initiation Document (PID) defines all major aspects of the project and forms the basis for its management and the assessment of overall success. It forms the 'contract' between the Project Team	AMS Supplier. Within 20 Working Days of Project Notification unless a longer period is agreed with the Authority.

	<p>and corporate or programme management.</p> <p>The PID is produced during the initiation stage of a project and shall be read in conjunction with the Solution Overview, produced at the same time, which describes the overall solution to be delivered.</p>	
Solution Overview	<p>The purpose of the Solution Overview is to present a common understanding of the solution to be delivered by the project. It shall be read in conjunction with the PID, produced at the same time.</p> <p>The Solution Overview will describe the solution at a conceptual and logical level, addressing service design, architecture and information assurance dimensions.</p> <p>The scope will be constrained to provide an overview of the services explicitly delivered by the delivery project.</p>	AMS Supplier. Within 20 Working Days of Project Notification unless a longer period is agreed with the Authority.
Level 3 Plan	<p>The AMS Supplier shall develop a complete set of Level 3 Plans for a specific Project. Each Level 3 Plan will contain the full set of activities required by a function within the project team structure i.e. architecture.</p> <p>Level 3 Plans are produced during the initiation phase of the project and shall, collectively, form the end to end timeframe and activities required to deliver the project as defined in the PID.</p>	AMS Supplier and all relevant Technology Suppliers to the AMS Supplier Project. Within 20 Working Days of Project Notification unless a longer period is agreed with the Authority.
Documentary Deliverables Matrix	The AMS Supplier shall develop a complete list of document deliverables for a specific project mapped onto the project lifecycle as described in the PDPG and as required to support project delivery.	AMS Supplier. Within 20 Working Days of Project Notification unless a longer period is agreed with the Authority.
Project Requirements Specification	The purpose of the Project Requirements Specification is to ensure that the requirements specific to a project are formally captured. In	AMS Supplier. Within 20 Working Days of Project Notification unless a longer period is agreed with the

	<p>particular the document shall: (a) State the schedule 2.1 Service Requirements that will be met by the Project; (b) Capture any constraints to the scope of applicability of the 2.1 Requirements (e.g. if the Project is a particular iteration aimed at only one business area); (c) Reference any Policies, Processes Procedures; architecture principles and known issues that the Project is intended to satisfy / remediate; (d) Capture any detailed business and service requirements that are needed to supplement the schedule 2.1 Service Requirements; (e) Capture any derived service requirements (e.g. non functional requirements, security requirements</p>	Authority.
Project Test Strategy	<p>The purpose of the Project Test Strategy is to:</p> <p>Describe the practice of testing within the Project consistent with the Authority Test Strategy and the relevant Supplier Test Policy.</p> <p>Set out the testing responsibilities of the AMS Supplier, and Other Technology Suppliers engaged in the Project.</p> <p>Describe the standards and approach to Testing to be used by each party engaged in the specific project.</p> <p>A Project Test Strategy is required in order to agree an approach to testing in advance of creating any specific Project Test Plans relevant to each supplier's delivery scope.</p>	AMS Supplier. Within 20 Working Days of Project Notification unless a longer period is agreed with the Authority.
Documentary Deliverables to be provided during a Project		
Systems Measurement Reference Document (SMRD)		The SMRD is created and owned by SIAM. The SMRD is updated by SIAM during the currency of each AMS Supplier Project such that it is agreed by the AMS Supplier and other relevant

		<p>Technology Suppliers to the AMS Supplier Project and Approved by the Authority prior to SCD.</p> <p>The Acceptance Criteria for SCD shall be updated to include and reflect the agreed and Approved SMRD.</p>
Volume Baseline	Factual baseline for capacity planning	<p>Volume baselines for each service to be produced by each Supplier to SIAM within 60 Working Days of the Service Commencement Date.</p> <p>The SIAM Supplier shall present to the Authority for Approval, actual volumetric data to form the volume baselines as relevant to each Technology Supplier in accordance with the Volume Baselines Product Description, in accordance with part 1 and Appendix B of this schedule 6.1 (Project Management).</p>

Table 1: Documentary Deliverables

- 1.3. The AMS Supplier shall produce the Documentary Deliverables for each of its AMS Supplier Projects and shall produce Level 3 Plans for each Project.
- 1.4. If project work involves any dependencies on other technology suppliers such dependencies should be identified in the proposal so that they can be managed accordingly. The AMS Supplier shall provide input and collaborate in good faith with other Technology Suppliers, Other Authority Providers and the Authority to agree the Documentary Deliverables for each Project (including those Projects that are not AMS Supplier Projects). The Documentary Deliverables shall reflect Table 2 and the AMS Supplier Solution, except as agreed in collaboration with the Other Technology Suppliers and subject to the Approval of the Authority.
- 1.5. Any impact (whether practical, service, cost or savings) identified as a result of Approving the Documentary Deliverables, shall be proposed, discussed and agreed through the Change Control Procedure in schedule 8.2.
- 1.6. Any Disputes relating to the agreement of a Documentary Deliverable or the Authority's Approval, failure to or delay in Approving shall be resolved or determined through the Dispute Resolution Procedure and any party (including the Authority) may escalate accordingly.

1.7. On Approval and agreement (or otherwise as determined through the Dispute Resolution Procedure) the Documentary Deliverables together with the initiation documents described in paragraph 1.9 of this schedule 6.1 (Project Management) shall be the Project Suite and the Project Authority to Proceed (ATP) shall be issued.

1.8. **Not Used**

1.9. **Project Initiation**

1.9.1. This process describes how each Project is initiated.

1.9.2. Once the Authority has identified that it wishes to initiate a AMS SupplierProject, the Authority shall issue to the AMS Supplier a notice in writing to initiate the AMS Supplier Project (the "Project Notification"). The Authority's Project Notification (at the Authority's discretion but acting reasonably) shall:

1.9.2.1. nominate an Authority Project Manager who will be an Authority Representative;

1.9.2.2. identify any other relevant Technology Suppliers and any relevant Exiting Suppliers;

1.9.2.3. identify Sub-Programme Board membership (to be chaired by the Authority Project Manager);

1.9.2.4. provide the Sub-Programme Board Terms of Reference (TOR);

1.9.2.5. provide a template Project Requirements Specification for the AMS Supplier to complete;

1.9.2.6. where relevant, provide the Service Level applicable under schedule 2.2 (Service Performance Management); and

1.9.2.7. provide the Acceptance Criteria for that AMS Supplier Project (based on Part 3 of this schedule 6.1 (Project Management)) and within it any Test Success Criteria in outline; and

1.9.2.8. provide a template specific Document Deliverables Matrix for that AMS Supplier Project.

1.9.3 Where relevant to that AMS Supplier Project, the Authority shall notify any relevantFITS Suppliers and Exiting Suppliers of the Project initiation by issuing the Project Notification to those Suppliers at the same time the Authority issues the Project Notification to the AMS Supplier.

1.10. **Documentary Deliverables**

1.10.1. Within 20 Working Days of the date of the Project Notification for each AMS Supplier Project (or such longer period as may be agreed by the Authority, acting reasonably), the AMS Supplier shall submit to the Authority the

Documentary Deliverables, the product descriptions for which are attached at Appendix B to this schedule 6.1 (Project Management). The Technology Suppliers nominated and notified by the Authority as being relevant to the Project shall assist and provide any required input into the Documentary Deliverables as may be reasonably required by the Authority.

- 1.10.2. The Documentary Deliverables shall meet the Quality Criteria.
- 1.10.3. Where the AMS Supplier is nominated by the Authority to assist with a Project, and is issued with a copy of the Project Notification pursuant to paragraph 1.9.3 accordingly, it shall provide such assistance and input as is reasonably required by the Authority and shall do so promptly. For each AMS Supplier Project, the AMS Supplier shall prepare a Project Initiation Document (a PID), with the support and input of the other relevant FITS Suppliers and with input from the Authority (which it shall provide on a timely basis). The AMS Supplier acknowledges that the Project Initiation Document is a joint document and shall ensure that the Project Initiation Document identifies all relevant stakeholders and sets out how the AMS Supplier intends to work with all of the relevant stakeholders involved in the AMS Supplier Project, in accordance with the Project Initiation Document Product Description attached at Appendix B.
- 1.10.4. For each AMS Supplier Project, the AMS Supplier shall also prepare the Documentary Deliverables Matrix, Project Test Strategy, Project Requirements Specification and a Solution Overview. The other relevant FITS Suppliers nominated by the Authority to assist with the AMS Supplier Projects shall support the AMS Supplier and provide the required input into these Documentary Deliverables in accordance with and with reference to the Project Plan and Delivery Dependencies Log.
- 1.10.5. The AMS Supplier shall produce a Level 3 Plan for each AMS Supplier Project and for any Project where it is nominated by the Authority as a relevant other FITS Supplier required to assist with another FITS Supplier's Project. The AMS Supplier shall ensure that the Level 3 Plan conforms to the Authority Planning Standards as referenced in the PDPG.
- 1.10.6. The Milestone Dates in the Level 3 Plan shall not be later than the later of:
 - 1.10.6.1. the Milestone Dates in the AMS Supplier Solution; unless later dates are:
 - 1.10.6.2. the unavoidable consequence of the timing of the Authority's Project Notification; or
 - 1.10.6.3. agreed by the Authority; or
 - 1.10.6.4. determined through Dispute Resolution Procedure.
- 1.10.7. If at any time the AMS Supplier requires a Delivery Dependency that is beyond those described in (or reasonably implied by) the extant Delivery

Dependencies Log, it shall propose the same through the Change Control Procedure. It is acknowledged by the parties that the same may increase the Charges of the FITS Suppliers and/or the costs of the Authority. Where the new Delivery Dependency required by the AMS Supplier is:

- 1.10.7.1. reasonably implied by extant Delivery Dependencies;
- 1.10.7.2. a subset of an extant Delivery Dependency;
- 1.10.7.3. a Delivery Dependency that was not reasonably foreseeable by the AMS Supplier at the Effective Date;
- 1.10.7.4. the result of a new Delivery Dependency arising from another FITS Supplier; or
- 1.10.7.5. the result of a change in the Authority's requirements,

then the costs, charges or expenses that the Authority incurs in relation to the Change in the additional Delivery Dependencies shall be borne by the Authority. Save for the circumstances set out in paragraphs 1.10.7.1 to 1.10.7.5, the AMS Supplier shall return the Authority to a no better or worse scenario by adjustments to the Charges to reflect the impact of the additional Delivery Dependency.

- 1.10.8. If as part of the approval by the Authority of the AMS Supplier's high level designs the Authority requires changes to a high level design that it can demonstrate are reasonably required to ensure that the high level design complies with the requirements of this Agreement, (the Project), the AMS Supplier shall implement such changes and shall not be entitled to any variation to Charges in its Cost Model any reduction in Delay Payments nor any increase in the Charges. In respect of any other changes required by the Authority to a high level design that impact on a Project and/or require additional resources which would not otherwise be borne by the AMS Supplier under this Agreement or the MSA then such changes to the high level design shall be implemented in accordance with the Change Control Procedure.

1.11. Authority Approval of Documentary Deliverables

- 1.11.1. Once the Documentary Deliverables have been prepared the AMS Supplier shall supply them to CTS Project Delivery to conduct a pre-gate health check, within ten (10) Working Days of submission, to ensure that the Documentary Deliverables meet the agreed Quality Criteria. Following the pre-gate health check, the Documentary Deliverables shall be submitted to the Sub-Programme Board and Gate 3 Review, which shall convene to discuss them within 10 Working Days of their submission.
- 1.11.2. The Gate 3 Review shall be conducted by the Authority. The AMS Supplier shall identify in the PID those stakeholders to be involved in the Gate 3

Review for the relevant AMS Supplier Project. The Authority shall, acting reasonably, agree those stakeholders to take part in the Gate 3 Review and for the avoidance of doubt the Authority may elect to involve stakeholders not identified in the PID. The Gate 3 Review shall determine whether the Project may proceed to the design stage, up to Gate 4. The Authority shall carry out the Gate 3 Review and shall notify the AMS Supplier of the outcome within 10 Working Days of submission of the Documentary Deliverables to the Gate 3 Review pursuant to paragraph 1.11.1 above (provided that the relevant Documentary Deliverables have been submitted on time and met the Quality Criteria, as agreed by the pre-gate health check or through the Dispute Resolution Procedure and otherwise within 10 (ten) Working Days of the Documentary Deliverables being determined or agreed as meeting the Quality Criteria). At the Authority's discretion (by reference to the requirements of this Agreement) the outcome of Gate 3 shall be:

- 1.11.2.1. a Project Authority to Proceed, in which case:
 - 1.11.2.1.1. paragraph 1.12 shall apply; and
 - 1.11.2.1.2. the Document Approval Procedure shall be recorded as successful as described in schedule 8.7 (Document Approval Procedure) and clause 5.11;
- 1.11.2.2. a Project Authority to Proceed, conditional on remediation of certain non-material non-conformance if the Project, its Milestones, Dependencies and impact has sufficient clarity and certainty to proceed notwithstanding that certain details are to be referred for resubmission. The Authority shall confirm with the conditional Project Authority to Proceed such non-conformance and shall identify a fair and reasonable timeline for such non-conformance to be resolved by the AMS Supplier;
- 1.11.2.3. a notice to the AMS Supplier and other relevant Technology Suppliers requiring them to revisit or amend the Documentary Deliverables where material non-conformance have been identified. Such notice shall be supported by reasons and a (fair and reasonable) timescale for the AMS Supplier to resubmit the Documentary Deliverables to the Sub-Programme Board and upon such resubmission the provisions of 1.11.1 and 1.11.2 shall apply; or
- 1.11.2.4. a referral by the Authority to the Dispute Resolution Procedure.
- 1.11.3. Not used.
- 1.11.4. If the Authority fails to determine an outcome in accordance with 1.11.2 in the time period set out or at all, the matter may be referred by the AMS Supplier or any other relevant Supplier to the Dispute Resolution Procedure.

1.12. Authority to Proceed

1.12.1. Upon issue of the Project Authority to Proceed (or upon the Dispute Resolution Procedure leading to the same):

1.12.1.1. the parties shall commence the design stage of the Project up to Gate 4 from the Project Authority to Proceed Date and carry out their respective obligations in accordance with this Agreement and the Documentary Deliverables Approved by Gate 3; and

1.12.1.2. any Change that is required to this Agreement as a result of the Documentary Deliverables Approved by Gate 3 (e.g. additional Delivery Dependencies to be added to the Delivery Dependencies Log) shall be incorporated into this Agreement under the Change Control Procedure.

1.13. Gate Process and Impacts

1.13.1. Each Project shall progress through the delivery lifecycle as set out in the PDPG, and each stage is controlled by an end of stage Gate.

1.13.2. Authority to proceed issued by the Authority at a Gate gives the AMS Supplier and any relevant FITS Suppliers for the relevant AMS Supplier Project authority to proceed to the next stage and Gate only e.g. approval at Gate 3 gives approval to proceed to the design stage up to Gate 4 only.

1.14. As the end of Term approaches the parties shall ensure that they do not commit to project work that will continue beyond the Term.

2. Part 2 (not used)**Part 3****Acceptance and Testing****3. Introduction to Acceptance**

3.1. This Part 3 sets out the Authority's approach to Acceptance and the different activities to be undertaken for Acceptance to occur.

3.2. The specific requirements in scope for each Project shall be captured in the Project Requirements Specification.

3.3. Acceptance shall be managed on a Project by Project basis; and Acceptance Criteria may differ from Project to Project.

4. Acceptance Criteria

4.1. Each Project will have Acceptance Criteria which shall be based on the Documentary Deliverables produced prior to Project Authority to Proceed and further developed as part of the Documentary Deliverables produced throughout the Project lifecycle.

-
- 4.2. The PDPG sets out the gates and checkpoints within the Project lifecycle which will enable the Authority to control and monitor progress.
- 4.3. The Acceptance Criteria shall document the method by which each criterion shall be evidenced. Acceptance Criteria may include, but not be limited to:
- 4.3.1. Relevant Documentary Deliverables have met their Acceptance Criteria and have been Approved;
 - 4.3.2. Demonstration of compliance of the delivered FITS Services with the Project Requirements Specification (for example through testing and other activities).
 - 4.3.3. Testing executed in accordance with the Project Test Strategy, Authority Test Strategy, and the Service Validation and Testing Policies and Procedures specified in schedule 2.1 (Service Requirements), as applicable. This may include User Acceptance Testing (UAT). The agreed test criteria have been met;
 - 4.3.4. Appropriate operational processes, procedures, and work instructions are in place in accordance with schedule 2.1 (Service Requirements) supported by the appropriate tools needed to ensure that the service can be supported and managed effectively.
 - 4.3.5. The required security and information assurance accreditation activities have been completed in accordance with schedule 2.5 (Security Management Plan) and with the applicable policies processes and procedures.
 - 4.3.6. Early Life Support arrangements are agreed and in place, as appropriate.
 - 4.3.7. Operational support processes are in place as per the current AMS Services being delivered at the Effective Date.
 - 4.3.8. The relevant system and service measurement systems have been agreed and are documented in the Systems of Measurement Referenced Document, and will be operating by the relevant Service Commencement Date in accordance with mechanisms specified in the Systems of Measurement Referenced Document.
 - 4.3.9. Evidence that any user facing trials set out in the Project Test Strategy have been completed and met their agreed criteria.
 - 4.3.10. Premises, equipment and assets necessary for the provision of the FITS Services are in place and fully operational, and have been recorded in the relevant (agreed) databases.
 - 4.3.11. FITS Supplier staff necessary for the provision of the FITS Services have been appointed and have the requisite skills, knowledge and training.
 - 4.3.12. Contracts, licences and agreements with Sub contractors, of the FITS Supplier and third parties necessary for the provision of the FITS Services are in place and have terms that are consistent with the Agreement.

- 4.3.13. Work In Progress has been assessed and the plans for completing the work agreed.
- 4.3.14. Any other deliverables/services required to deliver service have been successfully completed.
- 4.3.15. Evidence that the AMS Supplier has demonstrated that the relevant technology services implemented by the Project have been implemented and are operating in accordance with the requirements set out in schedule 2.1 (Service Requirements), and the Project Requirements Specification, in the appropriate ICT Environments.
- 4.3.16. Evidence that the relevant Service Level Targets, Service Level Thresholds and KPIs are being monitored, reported on and thresholds are agreed in accordance with the requirements defined in schedule 2.2 (Service Performance Management) and the systems of measurement specified in the Systems of Measurement Referenced Document.

5. Testing

- 5.1. Where Testing is to be executed as part of a AMS Supplier Project, the AMS Supplier shall develop a Project Test Strategy suitable for the AMS Supplier Project being undertaken as part of the Documentary Deliverables provided within 20 Working Days of Project Notification, and as agreed with the Authority and becomes the Approved Project Test Strategy.
- 5.2. The Project Test Strategy shall comply with the Product Description included at Appendix B to this schedule 6.1 (Project Management) and without prejudice to the Product Description, shall include:
 - 5.2.1. details of test activities and test responsibilities of each of the FITS Suppliers involved in the relevant Project;
 - 5.2.2. the standards and approach to testing to be used by each party engaged in the Project;
 - 5.2.3. the testing process and associated controls to be adopted;
 - 5.2.4. the Test Phases and Test Types to be executed;
 - 5.2.5. definition of the Test Phase / Cycle Entry and exit criteria;
 - 5.2.6. details of the test deliverables (including but not limited to Test Plans, Test Scripts and Test Reports) to be produced as part of the Project.
- 5.3. All Tests conducted by the AMS Supplier for each Project shall be conducted in accordance with the AMS Supplier's internal Project Test Strategy.
- 5.4. Before submitting any Deliverables for Testing the AMS Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 5.5. On completion of the Testing the AMS Supplier will provide the Authority with the final Test Report, unless otherwise agreed in the Project Test Strategy. Each Test Report shall

provide a report on the Testing conducted in respect of the relevant Deliverables, including:

- 5.5.1. an overview of the Testing conducted;
 - 5.5.2. identification of the relevant Test Success Criteria that have been satisfied;
 - 5.5.3. identification of the relevant Test Success Criteria that have not been satisfied together with the AMS Supplier's explanation of why those criteria have not been met;
 - 5.5.4. the Tests that were not completed together with the AMS Supplier's explanation of why those Tests were not completed;
 - 5.5.5. the Test Success Criteria that passed, failed or which were not tested.
- 5.6. 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 7.1 (Delays Due to AMS Supplier Default).
- 5.7. If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then:
- 5.7.1. the AMS Supplier 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
 - 5.7.2. the parties shall treat the failure as a AMS Supplier Default.
- 5.8. The Authority will issue a Test Certificate when a Deliverable satisfies the Test Success Criteria for the Tests related to that Deliverable.

6. Risk

- 6.1. Subject to paragraph 5.3 and the impacting of additional testing required, the AMS Supplier shall comply with AMS Supplier's internal Project Test Strategy, and the Service Validation and Testing Policies and Procedures specified in schedule 2.1 (Service Requirements). This shall include Authority Test Assurance activities, where required.

7. Milestones

- 7.1. The PDPG sets out the gates and checkpoints within the Project lifecycle which will enable the Authority to control and monitor progress.
- 7.2. For each Project, certain project gates or checkpoints will be identified as Milestones. There may be a number of Milestone types for a Project:
- 7.2.1. Authority to Proceed Milestone – Milestones that require a Milestone Achievement Certificate to be issued before progress to the next stage can commence; and

- 7.2.2. Service Commencement Date Milestone – Milestones that require a Milestone Achievement Certificate to be issued before a FITS Service can commence.
- 7.3. Acceptance of a Milestone shall occur when the Authority has issued the Milestone Achievement Certificate for that Milestone.
- 7.4. The Authority will grant a Milestone Achievement Certificate when all Acceptance Criteria relating to a Milestone have been Achieved and, subject to clause 7 (Delays Due to AMS Supplier Default), the Authority has issued Test Certificates in respect of all of the Tests for Deliverables relating to that Milestone and all Documentary Deliverables associated with the completion of the Milestone have been Approved.
- 7.5. The grant of a Milestone Achievement Certificate will entitle the AMS Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of schedule 7.1 (Charges and Invoicing).
- 7.6. The Acceptance Criteria for each ATP or SCD Milestone may include, but not be limited to any of the criterion listed in paragraph 4.3.

APPENDIX A

Not used

APPENDIX B**Product Descriptions (PD)****Index**

Doc Ref. No.	Title	6.1 Para. Ref.
Annex (i)	Project Initiation Document (PID)	Table at paragraph 1.2
Annex (ii)	Documentary Deliverables Matrix	Table at paragraph 1.2
Annex (iii)	Solution Overview	Table at paragraph 1.2
Annex (iv)	Level 3 Plans	Table at paragraph 1.2
Annex (v)	Not used	
Annex (vi)	Systems of Measurement Reference Document	Paragraph 5.7
Annex (vii)	Volume Baselines	Paragraph 5.10
Annex (viii)	Project Requirements Specification	Table at paragraph 1.2
Annex (ix)	Project Test Strategy	Table at paragraph 1.2

Schedule 6.1 (Project Management) – Appendix B Annex (i) – AMS

Project Initiation Document (PID)

Product Description

Product Description	
Title of Deliverable	Project Initiation Document
Purpose of Deliverable	<p>The Project Initiation Document (PID) defines all major aspects of the Project and forms the basis for its management and the assessment of overall success. It forms the 'contract' between the Project Team and corporate or programme management.</p> <p>The PID is produced during the initiation stage of a Project and should be read in conjunction with the Solution Overview, produced at the same time, which describes the overall solution to be delivered.</p> <p>There are three primary uses of the document:</p> <ul style="list-style-type: none"> • To ensure that the Project has a complete and sound basis for proceeding before there is any major resource commitment to the Project. • To act as a base document against which the Project can assess progress, change management issues, and ongoing viability questions. • Provide a single source of reference about the project so that people joining the 'temporary organisation' can quickly and easily find out what the Project is about, and how it is being managed.
Scope of Deliverable	The identified delivery Project
Format & Presentation of Deliverable	It is expected that all PIDs will be produced in OpenDocument format, PDF, or, as an exception, DOCX where particular features are unsupported
Composition of Deliverable	<p>The AMS Supplier shall provide a PID that defines a specific Project</p> <p>The PID includes all of the planning components that address scope, budget, schedule, quality, configuration management, risks, issues and performance monitoring.</p> <p>The PID shall include the following Sections</p> <p style="text-align: center;"> <u>DOCUMENTATION CONTROL</u> <u>Version Control</u> <u>Reviewers</u> <u>Approvals</u> <u>Referenced Documents</u> <u>INTRODUCTION</u> <u>Purpose of This Document</u> <u>Background</u> <u>PROJECT DEFINITION</u> <u>Project Overview</u> <u>Project Objectives</u> <u>Project Scope</u> <u>Project Deliverables / Outcomes</u> </p>

	<p><u>Project Exclusions/Constraints/Interfaces</u></p> <p><u>PROJECT APPROACH</u></p> <p><u>Delivery Overview</u></p> <p><u>Solution Overview</u></p> <p><u>Critical Success Factors</u></p> <p><u>PROJECT RISKS</u></p> <p><u>PROJECT TIMEFRAMES</u></p> <p><u>PROJECT ORGANISATION</u></p> <p><u>Overview</u></p> <p><u>Project Organisation Structure</u></p> <p><u>Project Roles and Responsibilities</u></p> <p><u>PROJECT COMMUNICATIONS PLAN</u></p> <p><u>Overview</u></p> <p><u>Project Stakeholder Contact List</u></p> <p><u>Project Communication Matrix</u></p> <p><u>PROJECT QUALITY PLAN</u></p> <p><u>Overview</u></p> <p><u>Purpose</u></p> <p><u>Acceptance Criteria</u></p> <p><u>PROJECT PLAN</u></p> <p><u>Overview</u></p> <p><u>Plan Prerequisites</u></p> <p><u>Project Dependencies</u></p> <p><u>Planning Assumptions</u></p> <p><u>PROJECT MANAGEMENT PROCEDURES</u></p> <p><u>Governance</u></p> <p><u>Project Controls</u></p> <p><u>Project Reporting</u></p> <p><u>Project Assurance</u></p> <p><u>Project Tolerances</u></p> <p><u>ANNEXES</u></p> <p><u>Glossary</u></p>
Derivation of Deliverable	<p>The PID will be derived from:</p> <ul style="list-style-type: none"> • Authority – Contract for the Provision of Tower Services • CTS Project Delivery specified control requirements • Additional information gathered during Project Initiation Stage • Project management standards • Customers specified control requirements • Solution Overview
Allocated to	<p>Owned by the AMS Supplier and Authority Project Manager</p> <p>Created by the AMS Supplier</p>
Quality Criteria for Deliverable	<p>The PID must ensure that it:</p> <ul style="list-style-type: none"> • Supports (as a minimum) Industry standard methodology; i.e., Prince 2, MSP • Supports the methodology and governance set out in the PDPG

	<ul style="list-style-type: none"> Reflects the proposed approach described in the Solution Overview and is in accordance with the MoJ requirements for the Project Complies with the Product Description. Represents an accurate and complete record of the Project baseline
Quality Method	<ul style="list-style-type: none"> Quality checked by the CTS Project Delivery as appropriate Approved by the relevant project board identified in the Governance structure prior to submission to the Gate 3 review Approved by the PDPG as part of the pre Gate 3 health check review
People or skills required	<p>Reviewers</p> <ul style="list-style-type: none"> Authority Project Manager CTS Service Transition CTS Capacity Management CTS Architecture Lead Digital and Technology Triage Digital and Technology Information Assurance Lead Technology Suppliers (as required) Exiting Suppliers (as required) <p>Approval</p> <ul style="list-style-type: none"> CTS Project Delivery Programme representatives, dependent on the stakeholders identified in the PID, at the project Gate 3. <p>For info to:</p> <ul style="list-style-type: none"> Stakeholders Team Members Other FITS Suppliers
First Draft Delivery Date for Deliverable	Pre Gate 3 – This product must be available within the Project Initiation stage
Planned Successful Approval Date for Deliverable	Per Project

Schedule 6.1 (Project Management) – Appendix B Annex (ii) – AMS

Documentary Deliverables Matrix

Product Description

Product Description	
Title of Deliverable	Documentary Deliverable Matrix (DDM)
Purpose of Deliverable	<p>The AMS Supplier shall develop a complete list of documentary deliverables for a specific project mapped onto the project lifecycle as described in the PDPG and as required to support project delivery. There are four primary uses of the document:</p> <ul style="list-style-type: none"> • To ensure that all deliverables required to support the delivery of the project, as defined in the PID, are identified and agreed with all stakeholders • To act as a base document against which the project can assess progress of agreed deliverables as they are mapped to the delivery lifecycle • To determine the ownership of and level of assurance required to each product identified in the DDM • To validate at project closure that deliverables have been delivered
Scope of Deliverable	The identified delivery Project
Format & Presentation of Deliverable	MS Excel 2016 or agreed equivalent
Derivation of Deliverable	<p>The project specific DDM will be derived from:</p> <ul style="list-style-type: none"> • Authority – template Project specific DDM
Allocated to	<p>Owned by the AMS Supplier and Authority Project Manager</p> <ul style="list-style-type: none"> • Created by the AMS Supplier
Quality Criteria for Deliverable	<p>The DDM must ensure that it:</p> <ul style="list-style-type: none"> • Identifies all document deliverables required throughout the lifecycle of the Project • Captures all specialist products identified to complete the Project • Includes anagement products • Reflects the deliverables identified in the schedules • Complies with the Product Description • Represents an accurate and complete record of the project baseline

Quality Method	<ul style="list-style-type: none"> • Quality checked by the AMS Supplier in accordance with the industry best practice and as appropriate • Approved by the relevant project board identified in the Governance structure prior to submission to the Gate 3 review • Approved by CTS Project Delivery as part of the pre Gate 3 health check review
People or skills required	<p>Reviewers</p> <ul style="list-style-type: none"> • Authority Project Manager • CTS Service Transition • CTS Capacity Management • CTS Architecture Lead • Digital and Technology Triage • Digital and Technology Information Assurance Lead • Technology Suppliers (as required) • Exiting Suppliers (as required) <p>Approval</p> <ul style="list-style-type: none"> • CTS Project Manager, dependent on the stakeholders identified in the PID, at the project Gate 3. <p>For info to:</p> <ul style="list-style-type: none"> • Stakeholders • Team Members • Other Technology Suppliers
First Draft Delivery Date for Deliverable	Pre Gate 3 – This product must be available within the Project Initiation stage
Planned Successful Approval Date for Deliverable	Per Project

Schedule 6.1 (Project Management) – Appendix B Annex (iii) – AMS

Solution Overview

Product Description

Product Description	
Title of Deliverable	Solution Overview (SO)
Purpose of Deliverable	The Solution Overview is produced during Feasibility or Initiation stages of the CTS Project Delivery lifecycle and is baselined within the Initiation stage. Its purpose is to present a common understanding of the solution to be delivered prior to entering the Design phase of the Project. It should be read in conjunction with the PID, produced at the same time, which describes the approach that will be taken to deliver the solution.
Scope of Deliverable	<p>The Solution Overview will describe the solution at a conceptual and logical level, addressing service design, architecture and information assurance dimensions.</p> <p>The scope will be constrained to provide an overview of the services explicitly delivered by the delivery Project.</p> <p>NOTE: The information security features of the solution may be recorded within this document or captured separately in the Information Security Overview (ISO) document.</p>
Format & Presentation of Deliverable	<p>It is expected that all Solution Overviews will be produced in OpenDocument format, PDF, or, as an exception, DOCX where particular features are unsupported.</p> <p>All solution documentation should be properly titled and version controlled.</p>
Composition of Deliverable	<p>It is recommended that the Solution Overview includes the following Sections which can be modified by agreement between the Authority and the AMS Supplier:</p> <ul style="list-style-type: none"> • Introduction <ul style="list-style-type: none"> ○ Purpose ○ Scope <ul style="list-style-type: none"> ▪ Specific Inclusions ▪ Specific Exclusions ○ Background ○ Summary • Requirements <ul style="list-style-type: none"> ○ Business Requirements ○ Service Functional Requirements ○ Service Level Requirements ○ Service Operational and Management Requirements ○ Service Applicability ○ Service Contacts • Assumptions, Risks, Dependencies and Constraints <ul style="list-style-type: none"> ○ Assumptions ○ Risks ○ Dependencies ○ Constraints • Service Design and Topology

	<ul style="list-style-type: none"> ○ Service or Application Architecture ○ Technology Architecture ○ Security Architecture ○ Tower specific Architecture(s) ● Service Provider Solution Breakdown <ul style="list-style-type: none"> ○ Service Provider Matrix ○ Other FITS Supplier solution components ○ Other FITS Supplier service requirements & dependencies ○ Other Authority Provider solution components ○ Other Authority Provider service requirements & dependencies ● Organisational Readiness ● Service Lifecycle Plan <ul style="list-style-type: none"> ○ Planning Requirements ○ Transitional Considerations ○ Refresh Requirements ○ Service Decommissioning Requirements ● Summary of Impact
Derivation of Deliverable	<p>The Solution Overview is derived from the following:</p> <ul style="list-style-type: none"> ● AMS Suppliers' Response documents ● Schedule 2.1 (Service Requirements) ● Schedule 2.2 (Service Performance Management) ● Schedule 6.1 (Project Management Requirements)
Allocated to	AMS Supplier
Quality Criteria for Deliverable	<ul style="list-style-type: none"> ● Delivered to the format specified ● Alignment to the PID ● Traceability to high level solution requirements
Quality Method	Design Function Working Groups (Management Approval)
People or skills required	<ul style="list-style-type: none"> ● Requirements/Business Analyst ● Architecture ● Service Design ● Information Assurance
First Draft Delivery Date for Deliverable	Pre Gate 3
Internal Impact Assessment / Peer Review Sign-off	Design Function Working Groups
Approval & Sign-off	<p><This section is concerned with <u>who</u> will be responsible for quality checking and providing formal approval of the product. Following formal approval the product will be base lined and will be subject to a change control process thereafter>></p> <p>Reviewers</p> <ul style="list-style-type: none"> ● Authority Project Manager

	<ul style="list-style-type: none"> • CTS Service Transition • CTS Capacity Management • CTS Architecture Lead • SACM & Software Licence Management • Digital and Technology Triage • Digital and Technology Information Assurance Lead • Technology Suppliers (as required) • Exiting Suppliers (as required) <p>Approval</p> <ul style="list-style-type: none"> • CTS Project Delivery Programme representatives, dependent on the stakeholders identified in the PID, at the project Gate 3. <p>For info to:</p> <ul style="list-style-type: none"> • Stakeholders • Team Members <p>Other Technology Suppliers</p> <p><u>Date signed off</u></p> <p><u>Evidence of sign off</u></p>
<p>Planned Successful Approval Date for Deliverable</p>	<p>Per Project</p>

Schedule 6.1 (Project Management) – Appendix B Annex (iv) – AMS

Level 3 Plans

Product Description

Product Description	
Title of Deliverable	Level 3 Plan
Purpose of Deliverable	<p>The AMS Supplier shall develop a complete set of Level 3 Plans for each AMS Supplier Project and any other Project where it is identified as a relevant other Technology Supplier. Each Level 3 Plan will contain the full set of activities required by a function within the project team structure i.e. architecture.</p> <p>Level 3 Plans are produced during the initiation phase of the project and should, collectively, form the end to end timeframe and activities required to deliver the project as defined in the PID.</p> <p>There are three main objectives of the Level 3 Plans:</p> <ul style="list-style-type: none"> • To ensure that all elements of the project as defined in the PID and associated deliverables as agreed in the DDM have been planned, resourced and can be delivered within the agreed project timeframes • To act as a baseline document against which the project team can assess progress of the Project • To ensure that any dependencies, whether they are external to the Project or internal between function groups, have been captured in the baseline plans agreed at project Gate 3
Scope of Deliverable	The identified delivery Project
Format & Presentation of Deliverable	MS Project 2016
Composition of Deliverable	<p>The AMS Supplier shall develop a Level 3 Plan for each AMS Supplier Project and any other Project where it is identified as a relevant other Technology Supplier.</p> <p>Timeframes, activities, , and dependencies identified in the Level 3 Plans will be baselined at the Gate 3 review. Once the Project is in the execution phase, the baseline will be retained and Level 3 Plans should show the forecast dates at all times.</p>
Derivation of Deliverable	<p>The project specific Level 3 Plans will be derived from:</p> <ul style="list-style-type: none"> • Technology FITS specified control requirements

	<ul style="list-style-type: none"> • Additional information gathered during Project Initiation Stage • Project management standards • Customers specified control requirements
Allocated to	<p>Owned by the AMS Supplier and reviewed by Authority Project Manager</p> <p>Created by the AMS Supplier</p>
Quality Criteria for Deliverable	<p>The Level 3 Plans must ensure that they:</p> <ul style="list-style-type: none"> • Identify all document deliverables required throughout the Lifecycle of the project, including those deliverables identified in the DDM • Identify all resource effort and estimates, effort, duration required throughout the lifecycle of the project • Capture all project specific products as agreed in the project DDM • Include all delivery dependencies as agreed between stakeholders • Reflects the deliverables identified in the schedules • Complies with the Product Description • Represents an accurate and complete record of the project baseline
Quality Method	<ul style="list-style-type: none"> • Quality checked by the FITS Programme as appropriate • Approved by the relevant project board identified in the Governance structure prior to submission to the Gate 3 review • Approved by the PDPG as part of the pre Gate 3 health check review
People or skills required	<p>Reviewers</p> <ul style="list-style-type: none"> • Authority Project Manager • CTS Service Transition • CTS Capacity Management • CTS Architecture Lead • Digital and Technology Triage • Digital and Technology Information Assurance Lead • Technology Suppliers (as required) • Exiting Suppliers (as required) <p>Approval</p> <ul style="list-style-type: none"> • CTS Project Delivery Programme representatives, dependent on the stakeholders identified in the PID, at the project Gate 3. <p>For info to:</p>

	<ul style="list-style-type: none">• Stakeholders• Team Members• Other Technology Suppliers
First Draft Delivery Date for Deliverable	Pre Gate 3 – This product must be available within the Project Initiation stage
Planned Successful Approval Date for Deliverable	Per Project

Schedule 6.1 (Project Management) – Appendix B Annex (vi) – SIAM 165

Systems of Measurement Reference Document

Product Description

Title:	Systems of Measurement Reference Document (SMRD)
Target Date:	<p>As detailed within the body of this schedule 6.1 (Project Management).</p> <p>The documented Systems of Measurement shall be reviewed, updated and agreed with the Authority to reflect the delivery of technology services.</p> <p>The documented Systems of Measurement shall be updated in conjunction with changes to services and associated supporting service elements.</p> <p>Minimally the SMRD should be released quarterly or as otherwise agreed with the Authority to reflect changes to services.</p>
Purpose:	<p>The Systems of Measurement Referenced Document will provide a detailed description of the measurement of services delivered to the Authority against the Service Performance Management requirements and the performance characteristics of all services detailed in schedule 2.2 (Service Performance Management). This document will persist throughout the Agreement.</p> <p>As projects progress and Technology Services develop and any dependencies are mitigated to enable the full terms of schedule 2.2 (Service Performance Management) to apply the SMRD will be revised on an ongoing basis to reflect fully systems of measurement and achievement of the obligations within schedule 2.2 (Service Performance Management).</p>
Composition (Table of Contents):	<p>The Systems of Measurement Referenced Document should include but not be limited to detailed descriptions of:</p> <ul style="list-style-type: none"> • All Service Levels to be measured; • All application performance characteristics for supported applications; • All infrastructure performance characteristics for supported infrastructure; • All tools utilised in the measurement process; • Method of collection of measurement data; • The source(s) of data for measurement; • The calculations and definitions utilised; • The reporting processes utilised. Including any daily, monthly or quarterly service failure accumulation statistics metric to be utilised; • Responsibilities of the Technology Supplier, the Other Suppliers and the Exiting Suppliers for collection of measurement data; • Responsibilities of the Technology Supplier, the Other Suppliers and the Exiting Suppliers for reporting measurement information; • Any proposed changes to systems of measurement including when the changes will occur. • The tooling alerting boundaries related to the automatic generation of service desk alert tickets, by contracted service priorities; and • The methods to be utilised to report continued service issues across different service periods (i.e. Trending), which may contain forecasts of future high severity failures.
Derivation:	The Systems of Measurement Referenced Document will be derived from:

	<ul style="list-style-type: none"> • The Service Requirements • The Service Performance Management requirements • The performance characteristics of supported applications • The performance characteristics of supported infrastructure • Technology Suppliers' solutions • Existing Suppliers' current solutions • The Project Suite
Format & Presentation:	<p>The Systems of Measurement Referenced Document is to be:</p> <ul style="list-style-type: none"> • Delivered in a standard Office Automation (OA) product and is in a version of the software which is capable of being viewed and amended on the Authority's current Dom1/TTP OA build; and • Version controlled.
Allocated to:	CTS Capacity, Demand, Availability and SACM
Quality Criteria:	<p>The Systems of Measurement Referenced Document:</p> <ul style="list-style-type: none"> • Must conform, but not be limited, to the following: <ul style="list-style-type: none"> ○ CTS PD Programme Quality Standards; ○ ISO 9001 Quality Management Standards; ○ ISO 100007 Quality Management Systems; and ○ ISO 20000:2011 - Service Delivery. • Must support (as a minimum) Industry standard methodology; i.e.: <ul style="list-style-type: none"> ○ ITIL. • Must be capable of interfacing with, and taking feeds from, Other FITS Suppliers.
Quality Method:	<p>The Systems of Measurement Referenced Document is:</p> <ul style="list-style-type: none"> • Delivered to the format specified; • Complies with the Product Description; • Content reflects the proposed approach described in the Technology Suppliers' Documentary Deliverables and is in accordance with the Project Management Requirements, the Service Requirements and the Service Performance Management requirements.
Mandatory?	Yes

Schedule 6.1 (Project Management) – Annex B Annex (vii) – SIAM 169

Volume Baselines

Product Description

Title:	Volume Baselines
Target Date:	As detailed within the body of this schedule 6.1 (Project Management)
Purpose:	<p>The purpose of the Volume Baselines shall be to present to the Authority for Approval, actual, historical and or assumed volumetric data to form the volume baselines as relevant to each tower.</p> <p>These volumetric data shall form the volume baselines as relevant to each Service assumed at the Service Commencement Date.</p> <p>The volume baseline data shall be provided in accordance with the Technology Supplier's obligations within schedule 7.1 (Charging and Invoicing), schedule 7.5 (Financial Model) and in accordance with its obligations under schedule 2.1 (Service Requirements) and schedule 2.2 (Service Performance Management).</p> <p>The volume baseline data shall be used to update the base data for the Capacity Plan as set out in schedule 2.1 (Service Requirements) and schedule 2.2 (Service Performance Management) and as a basis for analysing and forecasting patterns of service performance.</p>
Composition (Table of Contents):	<p>The baseline data shall be in accordance with schedule 7.1 (Charging & Invoicing) and schedule 7.5 (Financial Model) and the CMDB and include, but not be limited to:</p> <ul style="list-style-type: none"> a) numbers of users; b) types of users; c) number of devices, including, but not limited to, PCs, laptops, thin client devices, printers, monitors and other peripherals; d) instances of software installed; e) number of software licences; f) infrastructure components, including servers, storage, tower devices, network appliances; g) application components, including servers, storage; and h) any quantities of a material nature and of relevance to the documents purpose.
Derivation:	<p>The Volume Baselines shall be derived from;</p> <ul style="list-style-type: none"> • Existing Supplier Asset Inventories; • Site Audits; • Investigative Tools; • Technology Supplier Asset Registers; and • Existing Suppliers Asset Registers.
Format & Presentation:	<p>The Volume Baselines are to be:</p> <ul style="list-style-type: none"> • Presented in an electronic format to be agreed with the Authority and is in a version of the software which is capable of being viewed and amended on the Authority's current Dom1/TTP OA build; and • Version controlled.
Allocated to:	<ul style="list-style-type: none"> • CTS Capacity, Demand, Availability and SACM

Quality Criteria:	<ul style="list-style-type: none"> • Must conform, but not be limited, to the following: <ul style="list-style-type: none"> ○ CTS Project Delivery Quality Standards ○ ISO 9001 Quality Management Standards ○ ISO 100007 Quality Management Systems; and ○ ISO 20000:2011 - Service Delivery. • Must support (as a minimum) Industry standard methodology; i.e: <ul style="list-style-type: none"> ○ ITIL; and ○ PRINCE2 Project Management Methodology. • Must be capable of interfacing with, and taking feeds from, Technology Suppliers.
Quality Method:	<p>The Volume Baselines are:</p> <ul style="list-style-type: none"> • Delivered to the format specified; • Complies with the Product Description; • Content reflects the proposed approach described in the Technology Suppliers' Project Solution Descriptions and is in accordance with the Project Requirements; • The Project Reporting accurately reflects the Project approach proposed by the Other Technology Suppliers; and • Quality checked by Service Design Workstream Lead as appropriate.
Approval & Signoff:	<p>Reviewers</p> <ul style="list-style-type: none"> • Authority Project Manager • CTS Service Transition • CTS Capacity Management • CTS Architecture Lead • Digital and Technology Triage • Digital and Technology Information Assurance Lead • SACM & Software Licence Management • Technology Suppliers (as required) • Exiting Suppliers (as required) <p>Approval</p> <ul style="list-style-type: none"> • CTS Project Delivery Programme representatives, dependent on the stakeholders identified in the PID, at the project Gate 3. <p>For info to:</p> <ul style="list-style-type: none"> • Stakeholders • Team Members • Technology Suppliers
Mandatory?	Yes

Schedule 6.1 (Project Management) – Appendix B Annex (viii) – AMS

Project Requirements Specification

Product Description

Product Description	
Title of Deliverable	Project Requirements Specification (PRS)
Purpose of Deliverable	The Project Requirements Specification is produced during Feasibility or Initiation stages of the MOJ CTS Project Delivery lifecycle and is baselined within the Initiation stage. Its purpose is to ensure that the requirements specific to a project are formally captured; and are in a fit state to take forward a business change initiative, a process re-engineering activity or develop the technical design specification for an IT solution. The Project Requirements Specification should be read in conjunction with the Solution Overview.
Scope of Deliverable	<p>This document should:</p> <ul style="list-style-type: none"> • State (via reference not repetition) the schedule 2.1 Service Requirements that will be met by the Project • Capture any constraints to the scope of applicability of the 2.1 Requirements (e.g. if the Project is a particular iteration aimed at only one business area). • Reference any Policies, Processes Procedures; architecture principles and known issues that the Project is intended to satisfy / remediate. • Capture any detailed business and service requirements that are needed to supplement the schedule 2.1 Service Requirements. • Capture any derived service requirements (e.g. non functional requirements, security requirements). <p>The Project Requirements Specification will be a key artefact in evidencing acceptance into service.</p> <p>NOTE: Information Assurance requirements may be recorded within this document or captured separately in the Security Requirements Specification (SRS) document.</p>
Format & Presentation of Deliverable	<p>It is expected that all Project Requirements Specifications will be produced in OpenDocument format, PDF, or, as an exception, DOCX where particular features are unsupported. It is expected that all documents received will be accessible from Authority's current Dom1/TTP OA build</p> <p>All solution documentation should be properly titled and version controlled.</p>
Composition of Deliverable	<ul style="list-style-type: none"> • Introduction • Background • Objective • Scope • Approach • Constraints

	<ul style="list-style-type: none"> • Business Process • Functional requirements – grouped by type/category as appropriate • Non-functional requirements – containing, as a minimum, the following categories. Further categories will be dependent on the type of solution being designed: <ul style="list-style-type: none"> ○ Performance ○ Accessibility ○ Availability ○ Back up ○ Interoperability ○ Scalability ○ Capacity ○ Security • Appendices (if applicable) <ul style="list-style-type: none"> ○ Requirements Traceability Matrix
Derivation of Deliverable	<ul style="list-style-type: none"> • AMS Suppliers' Response documents • Schedule 2.1 (Service Requirements) • Schedule 2.2 (Service Performance Management) • Schedule 6.1 (Project Management Requirements)
Allocated to	CTS Project Delivery
Quality Criteria for Deliverable	<ul style="list-style-type: none"> • Delivered to the format specified • Alignment to the PID and Solution Overview • Traceability to contracted (Schedule) requirements
Quality Method	Design Function Working Groups (Operational Approval)
People or skills required	<ul style="list-style-type: none"> • Architecture • Service Design • Information Assurance
First Draft Delivery Date for Deliverable	Pre Gate 3
Internal Impact Assessment / Peer Review Sign-off	Design Function Working Groups
Approval & Sign-off	<p><This section is concerned with <u>who</u> will be responsible for quality checking and providing formal approval of the product. Following formal approval the product will be base lined and will be subject to a change control process thereafter>></p> <p>Reviewers</p> <ul style="list-style-type: none"> • Authority Project Manager • CTS Service Transition

	<ul style="list-style-type: none">• CTS Capacity Management• CTS Architecture Lead• Digital and Technology Triage• Digital and Technology Information Assurance Lead• Technology Suppliers (as required)• Exiting Suppliers (as required) <p>Approval</p> <ul style="list-style-type: none">• CTS Project Delivery Programme representatives, dependent on the stakeholders identified in the PID, at the project Gate 3. <p>For info to:</p> <ul style="list-style-type: none">• Stakeholders• Team Members• Technology Suppliers
Planned Successful Approval Date for Deliverable	Per Project

Schedule 6.1 (Project Management) – Appendix B Annex (ix) – AMS

Project Test Strategy

Product Description

Product Description	
Title of Deliverable	Project Test Strategy
Purpose of Deliverable	<p>The purpose of the Project Test Strategy is to:</p> <ul style="list-style-type: none"> (a) Describe the practice of testing within the Project consistent with the Supplier Test Policy. (b) Set out the testing responsibilities of the AMS Supplier, and Other FITS Suppliers engaged in the Project. (c) Describe the standards and approach to Testing to be used by each party engaged in the specific Project. <p>A Project Test Strategy is required in order to agree an approach to testing in advance of creating any specific Project Test Plans relevant to each supplier's delivery scope.</p>
Scope of Deliverable	The Project Test Strategy will describe the practices, standards and approach to Testing to be adopted by projects within scope of the CTS Project Delivery and the Technology Suppliers.
Format & Presentation of Deliverable	<p>Any Test Strategy would normally be presented as a document comprising the details described under "Composition". However, by agreement with the CTS Project Manager, alternative formats may be acceptable if appropriate for the nature of the product and the types of testing to be undertaken as part of the Strategy.</p> <p>It is expected that all documents will be produced in OpenDocument format, PDF, or, as an exception, DOCX where particular features are unsupported and must be accessible from the Authority's Dom1/TTP OA platform</p> <p>All test documentation should be properly titled and version controlled.</p>
Composition of Deliverable	It is recommended that the Project Test Strategy includes sections that reflect industry good practice and the requirements of the programme
Derivation of Deliverable	<p>The Project Test Strategy will be derived from:</p> <ul style="list-style-type: none"> • Authority – Contract for the Provision of Technology services • Supplier BAFO response • Exiting Suppliers exit plans • Supplier Test Policy • Project Initiation Documents • Project Requirement Specifications • Project Solution Overview • National and International Standards for Testing and Quality Assurance • ITIL Service Validation and Testing Best Practices/KPI's

	<ul style="list-style-type: none"> Technology SIAM Service Validation and Testing Policies/Processes/Procedures. Best Practice & Business objectives
Allocated to	AMS Supplier
Quality Criteria for Deliverable	<p>The Project Test Strategy should satisfy the following quality criteria:</p> <ul style="list-style-type: none"> Does the Project Test Strategy conform to the Product Description (with any exceptions justified)? Is the Project Test Strategy consistent with the FITS/Technology contracts, the Supplier Test Policy and Industry standards/best practice (with any exceptions justified)? Is the overall scope and approach for testing within the project clearly defined? Are the testing scope and responsibilities of each Technology Supplier engaged in the project clearly defined? Are the responsibilities of the MoJ clearly set out? Does the Project Test Strategy adequately set out the testing process and associated controls? Does the Project Test Strategy set out the Test Phases and Test Types to be executed? Are Test Phase/Cycle Entry and Exit criteria clearly defined? Does the Project Test Strategy set out the Test Deliverables to be produced? Does Project Test Strategy adequately balance key risks to the business with an approach that is value for money?
Quality Method	<ul style="list-style-type: none"> Review by peers. Review by project stakeholders Review by project requirements lead Assurance by CTS Project Manager) Approval by programme/project sponsor
People or skills required	<ul style="list-style-type: none"> Test Managers / Senior Test Analyst(s) Programme/Project Test Manager Project requirements lead Architecture, Service Design & Information Assurance SMEs. Business representatives, as appropriate.
First Draft Delivery Date for Deliverable	The Project Test Strategy must be produced during the initiation stage in order that the testing responsibilities of each supplier can be identified and agreed prior to baseline of the PID and related project plans.
Internal Impact Assessment / Peer Review Sign-off	Test deliverable sign off process.
Approval & Sign-off	<u>Reviewers</u>

	<ul style="list-style-type: none">• AMS Supplier• FITS Test Function• FITS Design Function• FITS Delivery Function <p><u>Approval</u></p> <ul style="list-style-type: none">• FITS Head of Test (or delegate)• FITS Programme representatives, dependent on the stakeholders identified in the PID, at the project Gate 3. <p><u>For info to</u></p> <ul style="list-style-type: none">• FITS Programme• Other FITS Suppliers
Planned Successful Approval Date for Deliverable	Per Project

APPENDIX C

Test Certificate

To: [AMS SUPPLIER]

FROM: [AUTHORITY]

[Date]

Dear Sirs,

TEST CERTIFICATE

Deliverables: *[insert description of Deliverables]*

We refer to the agreement ("**Agreement**") relating to the provision of the AMS Services between the [Authority] ("**Authority**") and ("**AMS Supplier**") 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 clause 7.2.1 of the Agreement (Delays Due to AMS Supplier 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 D

Milestone Achievement Certificate

To: [AMS SUPPLIER]

FROM: [AUTHORITY]

[Date]

Dear Sirs,

MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: *[insert description of Milestone]*

We refer to the agreement ("**Agreement**") relating to the provision of the AMS Services between the [Authority] ("**Authority**") and ("**AMS Supplier**") 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 clause 7.2.1 of the Agreement (Delays Due to AMS Supplier 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 7.1 (Charges and Invoicing)]*

**delete as appropriate*

[*The table set out below sets out the Deliverables which have been Achieved, by when, and any corresponding payment, in relation to this Milestone:]

Deliverable	Date of Approval	Payment
[insert]	[insert]	[insert]

*Not Mandatory. Include and complete as appropriate.

Yours faithfully

[Name]

[Position]

acting on behalf of [Authority]

End of schedule



Application Maintenance & Support (AMS) Services

Schedule 6.2: Work in Progress Requirements

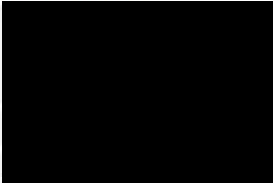
Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
V0.1	27 July 2020		First draft. Hosting schedule used as the base. Changes from "Hosting" to "AMS"
V0.2	28 October 2020		Second draft.
V1.0	19 November 2020		Final version

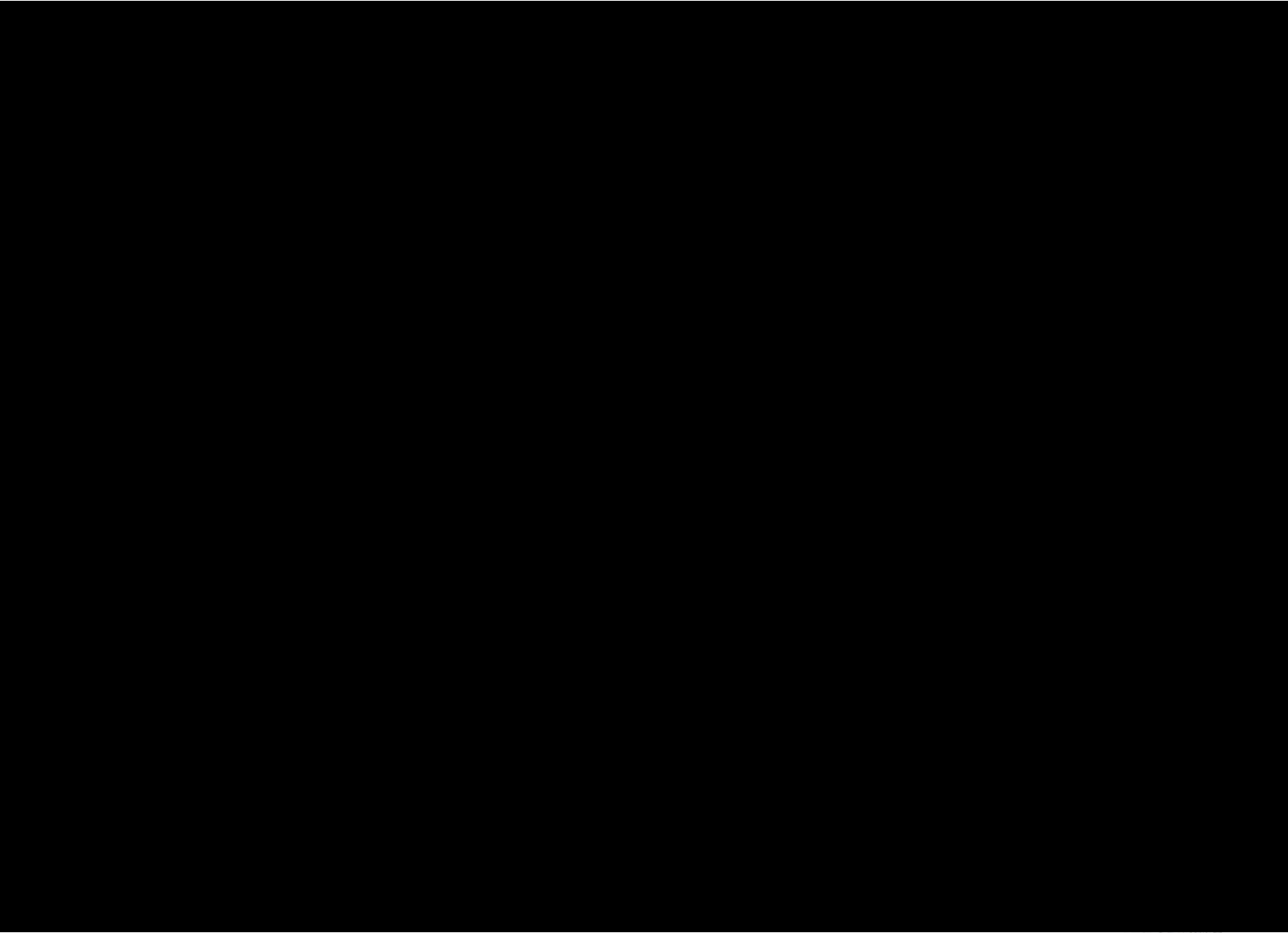
TABLE OF CONTENTS

1. NOT USED.....	4
2. NOT USED.....	4
3. DELIVERY OF WIP.....	4

1. **NOT USED**
2. **NOT USED**
3. **DELIVERY OF WIP**
 - 3.1 **Not Used**
 - 3.2 **Not Used**
 - 3.3 **WIP Services from the Previous Agreement**
 - 3.3.1 The WIP Services are agreed deliverables under the Previous Agreement that will not be completed by 30 September 2020, or the earlier termination of the Previous Agreement, and are required to continue beyond that date as part of the scope of this Agreement.
 - 3.3.2 The WIP Services are set out in Annex 1 to this schedule 6.2 (Work in Progress Requirements).
 - 3.3.3 The WIP Services shall cease being provided under the Previous Agreement at 23:59 on 30 November 2020, or the earlier termination of the Previous Agreement, and with effect from the Effective Date shall continue to be delivered as WIP pursuant to the terms of this Agreement.
 - 3.3.4 The parties shall ensure that the transfer of any WIP Services from the Previous Agreement to this Agreement and the delivery of such transferred WIP Services is undertaken with the minimum of disruption to:
 - (a) programmes, projects and services being delivered by the Authority, Third Parties and Replacement Contractors; and
 - (b) the Authority and its Business Units, in particular their ability to discharge their functions and responsibilities.
 - 3.3.5 Where either party reasonably identifies any in flight work which has been omitted from the list in Annex 1, such party shall notify the other party in writing without delay and in any event within thirty (30) calendar days of the Effective Date, and the list in Annex 1 shall be amended accordingly in writing by the parties.
 - 3.3.6 A financial 'true-up' of the proportion of the relevant Charges due and payable prior to the Effective Date under the terms of the Previous Agreement and the proportion of the relevant Charges remaining to be paid under this Agreement shall be undertaken and agreed between the parties within thirty (30) calendar days of the Effective Date.
 - 3.3.7 For the avoidance of doubt, other than as may be agreed by the parties in accordance with the Change Control Procedure, the total amount of the relevant Charges payable in respect of the WIP Services shall not exceed that agreed in the original proposal documentation (and any subsequent agreed amendments thereto).

ANNEX 1 – WIP SERVICES

The following are a list of WIP Deliverables required from the Effective Date:



Cells highlighted in green relate to the projects to migrate applications and data to AVS.

End of schedule



Application Maintenance & Support (AMS) Services

Schedule 6.3: Asset Transfers

VERSION CONTROL

Version Control

Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	5 August 2020		First draft. Based on AMS1 award version. Removal of “Lot 1”.
0.2	19 August 2020		Second draft
0.3	14 September 2020		Previous changes to paragraph 2 accepted. Updated the Table.
0.4	29 September 2020		Updating details in the table.
1.0	29 September 2020		Final version

TABLE OF CONTENTS

1. TRANSFERRING IN ASSETS..... 4

2. TRANSFERRING IN THIRD PARTY AGREEMENTS 4

1. TRANSFERRING IN ASSETS

Not used

1. TRANSFERRING IN THIRD PARTY AGREEMENTS

1.1 The following table provides a list of Transferring In Third Party Agreements.

Reference	Agreement Description	
None identified		

2. HARDWARE ASSETS

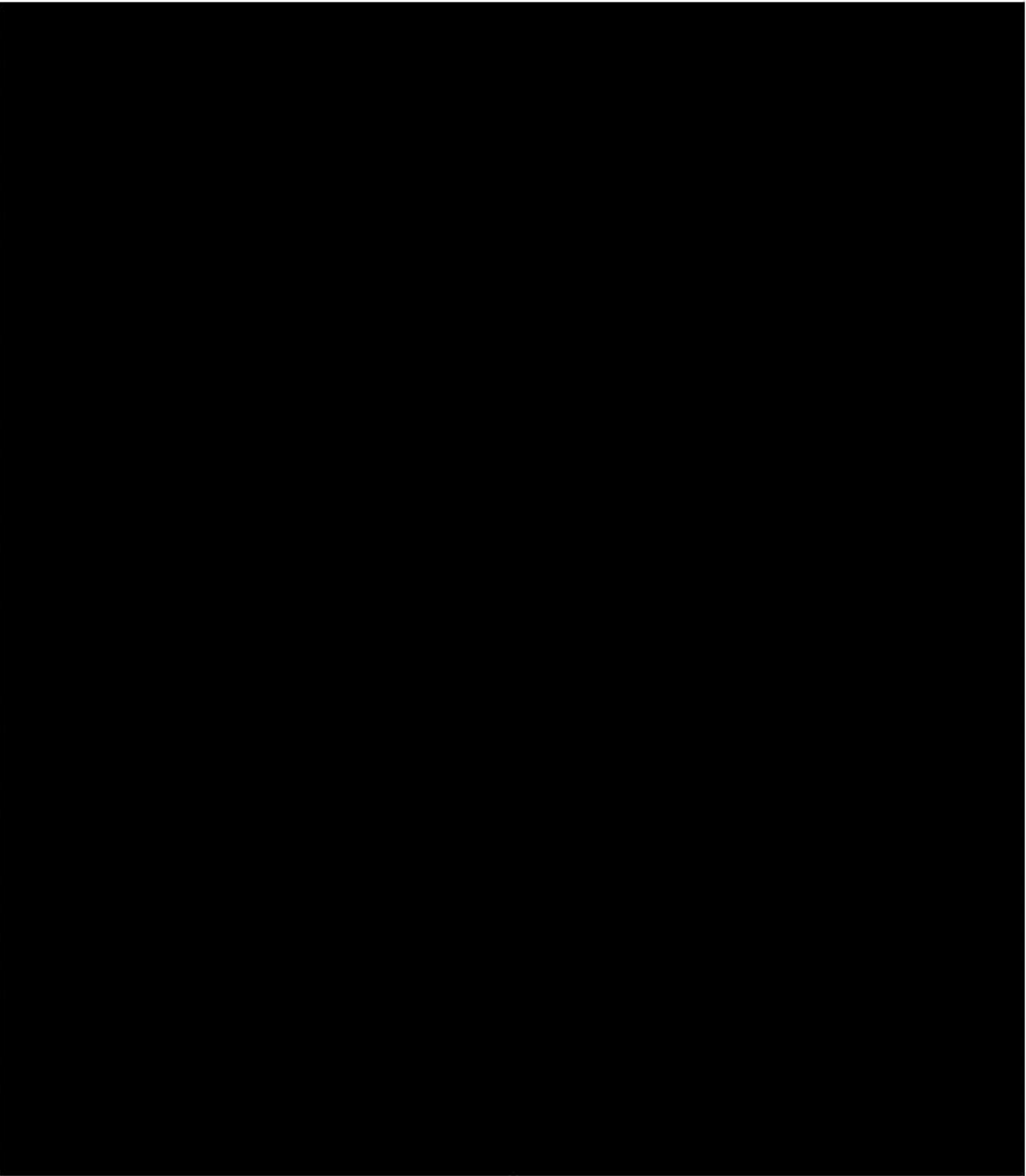
2.1 The following Table 1 provides a list of the Hardware Assets. It is acknowledged by the parties that as CGI IT UK Limited is the Exiting Supplier for AMS services, it and its Key Sub-contractor [REDACTED] already have possession and custody of the Hardware Assets as at the Effective Date and physical transfer of such Hardware Assets from the Authority to the AMS Supplier and/or its Key Sub-contractor is not therefore required.

2.2 Table 1 identifies Hardware Assets which are to be used by the AMS Supplier in the delivery of the AMS Supplier Solution.

2.3 If after the Effective Date any Hardware Assets are found to be in the possession of the AMS Supplier or its Key Sub-contractor [REDACTED] Limited and such Hardware Assets are not listed in Table 1 below, the Parties agree that details of the asset shall be added to Table 1 and the asset will be deemed to be a Hardware Asset for the purposes of this Agreement.

2.4 The Parties agree that for a period of three (3) months from the Effective Date, the Parties shall continue to review the lists of Hardware Assets in Table 1 and amend this schedule 6.3 (Asset Transfers) if necessary, during that period.

[illegible]

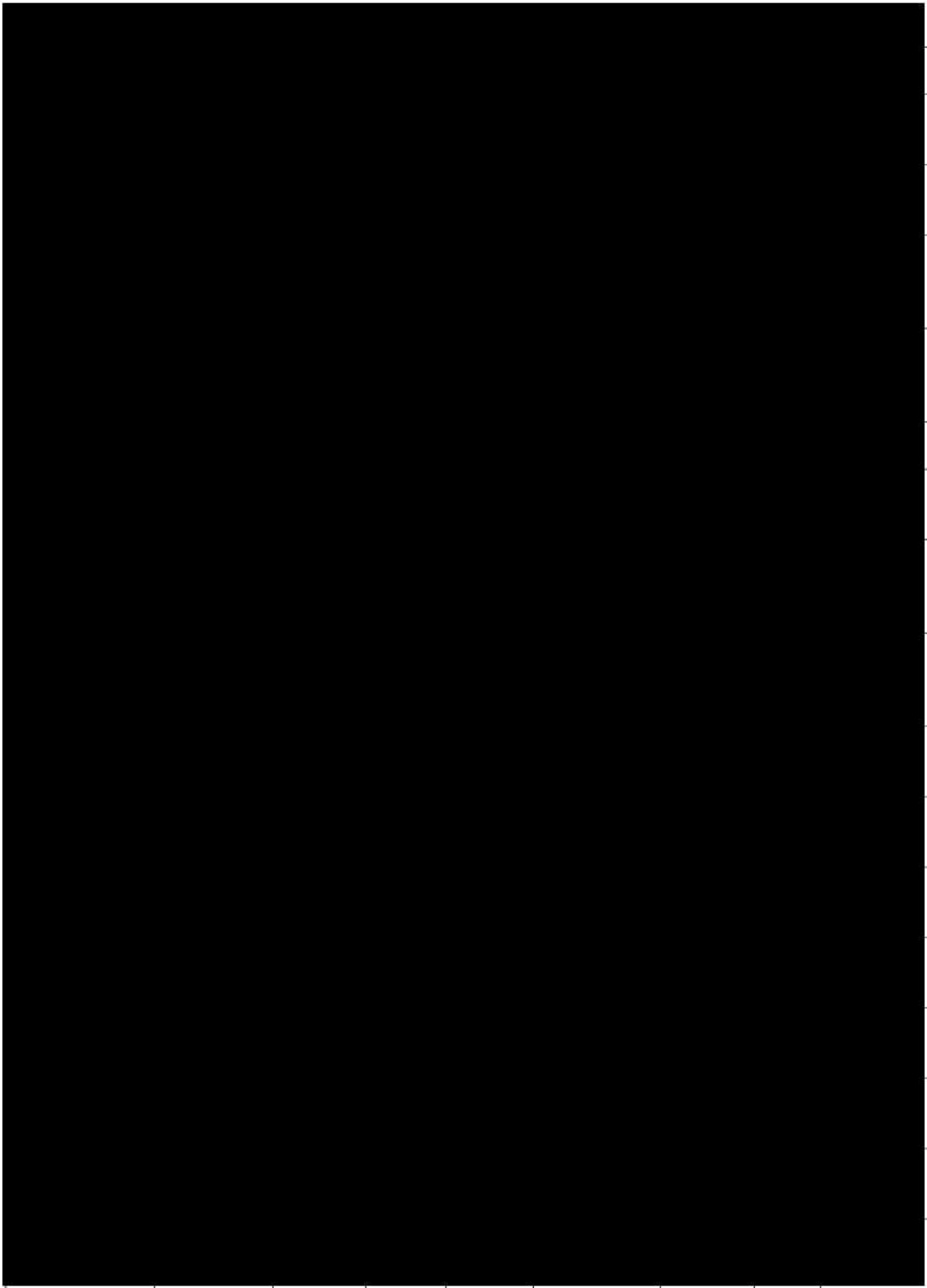


Part B – [REDACTED] assets



--	--	--	--	--	--	--	--	--

Part C – all other assets								
ROLE	Hostname	OS	Serial No	Manuf acture	Model	Rack	Slot	Location



End of schedule



Ministry of
JUSTICE

Application Maintenance & Support (AMS) Services

Schedule 7.3: Benchmarking

VERSION CONTROL

Version Control

Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	27 July 2020		First draft. Based on AMS1 award version. Removal of "Lot 1". Amendments for new contract.
1.0	11 August 2020		Previous tracked changes accepted. Final version.

TABLE OF CONTENTS

1. FREQUENCY OF BENCHMARK REVIEW..... 4

2. PURPOSE AND SCOPE OF BENCHMARK REVIEW 4

3. APPOINTMENT OF BENCHMARKER..... 4

4. BENCHMARKING PROCESS..... 4

5. BENCHMARKER'S REPORT..... 7

THE APPENDIX..... 9

1. FREQUENCY OF BENCHMARK REVIEW

- 1.1 The Authority may, by written notice to the AMS Supplier, require a Benchmark Review of any or all of the AMS Services.
- 1.2 The Authority shall not be entitled to carry out a Benchmark Review at intervals of less than twelve (12) months after any previous Benchmark Review.

2. PURPOSE AND SCOPE OF BENCHMARK REVIEW

- 2.1 The purpose of a Benchmark Review will be to establish whether a Benchmarked Service is and/or the Benchmarked Services as a whole are, Good Value.
- 2.2 The AMS Services that are to be the Benchmarked Services will be identified by the Authority in the written request given under paragraph 1.1.

3. APPOINTMENT OF BENCHMARKER

- 3.1 The Authority shall appoint the Benchmarker to carry out the Benchmark Review from the list of organisations set out in the Appendix to this schedule 7.3 (Benchmarking).
- 3.2 The Authority will, at the written request of the AMS Supplier, require the Benchmarker to enter into an appropriate confidentiality undertaking with the AMS Supplier.
- 3.3 The costs and expenses of the Benchmarker and the Benchmark Review shall be shared equally between both parties provided that each party shall bear its own internal costs of the Benchmark Review.

4. BENCHMARKING PROCESS

- 4.1 The Authority shall require the Benchmarker to produce, and to send to each party for approval, a draft plan for the Benchmark Review within ten (10) days after the date of the appointment of the Benchmarker, or such longer period as the Benchmarker shall reasonably request in all the circumstances. The plan must include:
 - 4.1.1 a proposed timetable for the Benchmark Review;
 - 4.1.2 a description of the information that the Benchmarker requires each party to provide;
 - 4.1.3 a description of the benchmarking methodology to be used;
 - 4.1.4 a description that demonstrates objectively and transparently that the benchmarking methodology to be used is capable of fulfilling the benchmarking objectives;

- 4.1.5 an estimate of the resources required from each party to underpin the delivery of the plan;
 - 4.1.6 a description of how the Benchmarker will scope and identify the Comparison Group; and
 - 4.1.7 details of any entities which the Benchmarker proposes to include within the Comparison Group.
- 4.2 Each party must give notice in writing to the Benchmarker and to the other party within ten (10) days after receiving the draft plan, advising whether it approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan. Neither party may unreasonably withhold or delay its approval of the draft plan, and any suggested amendments must be reasonable.
- 4.3 Where a party suggests amendments to the draft plan under paragraph 4.2, the Benchmarker must, if it believes the amendments are reasonable, produce an amended draft plan. Paragraph 4.2 shall apply to any amended draft plan.
- 4.4 Failure by a party to give notice under paragraph 4.2 will be treated as approval of the draft plan by that party.
- 4.5 Once the plan is approved by both parties, the Benchmarker will carry out the Benchmark Review in accordance with the plan. Each party shall procure that all the information described in the plan, together with any additional information reasonably required by the Benchmarker is provided to the Benchmarker without undue delay. If the AMS Supplier shall fail to provide any information requested from it by the Benchmarker and described in the plan such failure shall constitute a material breach for the purposes of clause 57.1.3.2.
- 4.6 Each party shall co-operate fully with the Benchmarker, including by providing access to records, technical documentation, premises, equipment, systems and personnel at times reasonably requested by the Benchmarker, provided that the Benchmarker shall be instructed to minimise any disruption to the AMS Services and/or the FITS Services.
- 4.7 Either party may provide additional material to the Benchmarker to assist the Benchmarker in conducting the Benchmark Review.
- 4.8 Once it has received the information it requires, the Benchmarker shall:
- 4.8.1 finalise a sample of entities constituting the Comparison Group and collect data relating to Comparable Services. The selection of the Comparison Group (both in

terms of number and identity of entities) and Comparable Services shall be a matter for the Benchmarkers' professional judgment using:

4.8.1.1 information from other service providers to the Authority;

4.8.1.2 survey information;

4.8.1.3 market intelligence;

4.8.1.4 the Benchmarkers' own data and experience;

4.8.1.5 relevant published information;

4.8.1.6 information from consultancies and/or other vendors or purchasers of Comparable Services; and

4.8.1.7 information from 'in-house' providers to the Authority to the extent that Benchmarkers considers that they are valid comparators;

4.8.2 by applying the adjustment factors listed in paragraph 4.9 and from an analysis of the Comparable Services derive the Equivalent Services Data;

4.8.3 using the Equivalent Services Data calculate the Upper Quartile and/or mean average Service Levels;

4.8.4 compare the Charges attributable to the Benchmarked Services (having regard in particular to the Service Levels and Service Credits regime) with the Upper Quartile using the Equivalent Services Data;

4.8.5 compare the Service Levels attributable to the Benchmarked Services (having regard to the Charges and Service Credits) with the mean average service levels using the Equivalent Services Data; and

4.8.6 determine whether or not each Benchmarked Service is and/or the Benchmarked Services as a whole are, Good Value.

4.9 In carrying out the benchmarking analysis the Benchmarkers shall have regard to the following matters when performing a comparative assessment of the Benchmarked Services and the Comparable Services in order to derive Equivalent Services Data:

- 4.9.1 the contractual and business environment under which the AMS Services are being provided including the scope, scale, complexity and geographical spread of the AMS Services;
- 4.9.2 any front-end investment and development costs of the AMS Supplier;
- 4.9.3 the AMS Supplier's risk profile including the financial, performance or liability risks associated with the provision of the AMS Services as a whole;
- 4.9.4 the extent of the AMS Supplier's management and contract governance responsibilities; and
- 4.9.5 any other factors reasonably identified by the AMS Supplier, which, if not taken into consideration, could unfairly cause the AMS Supplier's pricing to appear non-competitive (such as erroneous costing or over-aggressive pricing).

5. **BENCHMARKER'S REPORT**

- 5.1 The Benchmarker shall be required to prepare a Benchmark Report and deliver it simultaneously to both parties, at the time specified in the plan approved under paragraph 4, setting out its findings. Those findings shall be required to:
 - 5.1.1 include a finding as to whether or not each Benchmarked Service is and/or whether the Benchmarked Services as a whole are, Good Value;
 - 5.1.2 include other findings (if any) regarding the quality and competitiveness or otherwise of those AMS Services; and
 - 5.1.3 if any Benchmarked Service is not Good Value, or the Benchmarked Services as a whole are not Good Value, specify the changes that would be required to the Charges or Service Levels, that would be required to make that Benchmarked Service or those Benchmarked Services as a whole Good Value.
- 5.2 The Benchmarker shall act as an expert and not as an arbitrator.
- 5.3 For the avoidance of doubt, Benchmark Reviews shall not result in any increase to the Charges or any decrease in the performance of any AMS Services or Service Levels.
- 5.4 If the Benchmark Report states that any Benchmarked Service is not Good Value, or that the Benchmarked Services as a whole are not Good Value then the AMS Supplier shall implement the changes set out in the Benchmark Report as soon as reasonably practicable

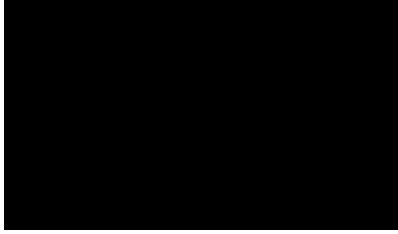
within a timescale agreed with the Authority but in any event within no more than one (1) month

- 5.5 If the Benchmark Report determines that any or all of the Benchmarked Services are not Good Value, any failure by the AMS Supplier to reduce the Charges in accordance with such timescales agreed between the parties under paragraph 5.4, shall without prejudice to any other rights or remedies of the Authority shall constitute a material breach for the purposes of clause 57.1.3.2.

THE APPENDIX

The benchmarking organisations will be as follows:-

-
-
-



End of schedule



Ministry of
JUSTICE

Application Maintenance & Support (AMS) Services

Schedule 7.4: Financial Distress

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	27 July 2020		First draft. Based AMS1 conformed version. Removal of "Lot 1". Aligning with government guidance.
0.2	12 August 2020		Accepting previous tracked changes. Change to credit rating
1.0	13 August 2020		Previous tracked changes accepted. Comments and footnotes removed. Final version.

TABLE OF CONTENTS

1. BACKGROUND 4

2. CREDIT RATING AND DUTY TO NOTIFY..... 4

3. LEVEL 1 - CONSEQUENCES OF A FINANCIAL DISTRESS EVENT 5

4. LEVEL 2 - CONSEQUENCES OF A FINANCIAL DISTRESS EVENT 7

5. LEVEL 3 - CONSEQUENCES OF A FINANCIAL DISTRESS EVENT 9

6. TERMINATION RIGHTS11

7. PRIMACY OF CREDIT RATINGS.....11

8. CONSEQUENCES OF AN IMPROVEMENT IN FINANCIAL DISTRESS12

9. SUB-CONTRACTOR FINANCIAL DISTRESS.....12

1. BACKGROUND

This schedule 7.4 (Financial Distress) provides for the assessment of the financial standing of the AMS Supplier, the Guarantor and Key Sub-contractors and the establishment of trigger events relating to changes in such financial standing which if breached will have specified consequences.

2. CREDIT RATING AND DUTY TO NOTIFY

2.1 The AMS Supplier warrants and represents to the Authority for the benefit of the Authority that as at the Effective Date the long term credit ratings issued for the AMS Supplier, the Guarantor and Key Sub-contractors by the Rating Agencies are as set out in Appendix 2 of this schedule 7.4 (Financial Distress).

2.2 The AMS Supplier shall (and shall procure that the Guarantor and Key Sub-contractors shall) maintain the credit ratings as set out in this schedule 7.4 (Financial Distress).

2.3 The AMS Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Authority in writing if it, the Guarantor or a Key Sub-contractor ceases to have either of its credit ratings (and in any event within ten (10) Working Days of ceasing to have such credit rating), whereupon the AMS Supplier shall ensure that its or the relevant Key Sub-contractor's auditors calculate the credit worthiness of the AMS Supplier or relevant Key Sub-contractor either at the end of each Contract Year or for the last Contract Year in which a credit rating was available.

2.4 The AMS Supplier shall:

2.4.1 regularly monitor the AMS Supplier's, the Guarantor's and the Key Sub-contractors' credit ratings with the Rating Agencies; and

2.4.2 subject to paragraph 2.6, promptly notify (or shall procure that its auditors promptly notify) the Authority in writing following the occurrence of a Financial Distress Event, a Sub-contractor Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event or a Sub-contractor Financial Distress Event (and in any event, ensure that such notification is made within ten (10) Working Days of the date on which the AMS Supplier first becomes aware of the Financial Distress Event, the Sub-contractor Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event or a Sub-contractor Financial Distress Event).

- 2.5 Where the AMS Supplier's or the Guarantor's and/or a Key Sub-contractor's credit ratings provided by the Rating Agencies listed in Appendix 1 to this schedule 7.4 (Financial Distress) differ, for the purposes of the Financial Distress Events or the Sub-Contractor Financial Distress Events, the relevant Credit Rating Threshold shall be determined by reference to the lower credit rating.
- 2.6 If the supply of information required pursuant to clause 2.4.2 would amount to a breach of any rules or regulations of any exchange on which the shares of the AMS Supplier or the Guarantor or Key Sub-contractor are admitted for listing and/or trading, or any other rules or regulations with which the AMS Supplier, Guarantor or Key Sub-contractor is obliged to comply as a result of that listing, the AMS Supplier shall provide the Authority with the relevant information to the fullest extent permitted by those rules and regulations.

3. **LEVEL 1 - CONSEQUENCES OF A FINANCIAL DISTRESS EVENT**

3.1 If the Financial Distress Event consists of:

- 3.1.1 the AMS Supplier's or the Guarantor's credit ratings dropping below the Level 1 Credit Rating Threshold set out in Appendix 2 of this schedule 7.4 (Financial Distress);
- 3.1.2 the AMS Supplier or the Guarantor issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- 3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the AMS Supplier or the Guarantor; or
- 3.1.4 the AMS Supplier or the Guarantor committing a material breach of covenants to its lenders,

then, immediately upon notification of the Financial Distress Event (or if the Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the AMS Supplier), the AMS Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in paragraphs 3.2 to 3.5.

3.2 The AMS Supplier shall (and shall procure that the Guarantor shall):

- 3.2.1 at the request of the Authority, meet with the Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as

the Authority may permit and notify to the AMS Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the AMS Services in accordance with this Agreement; and

- 3.2.2 where the Authority reasonably believes (taking into account the discussions and any representations made under paragraph 3.2.1) that the Financial Distress Event could impact on the continued performance and delivery of the AMS Services in accordance with this Agreement, submit to the Authority for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the AMS Supplier in writing).
- 3.3 The Authority shall not withhold its approval of a draft Financial Distress Service Continuity Plan unreasonably. If the Authority does not approve the draft Financial Distress Service Continuity Plan it shall inform the AMS Supplier of its reasons and the AMS Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Authority within five (5) Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Service Continuity Plan is approved by the Authority or referred to the Escalation Process under paragraph 3.4.
- 3.4 If the Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Escalation Process.
- 3.5 Following approval of the Financial Distress Service Continuity Plan by the Authority, the AMS Supplier shall:
- 3.5.1 on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the AMS Services in accordance with this Agreement;
- 3.5.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with paragraph 3.5.1, submit an updated Financial Distress Service Continuity Plan to the Authority for its approval, and the provisions of paragraphs

3.3 and 3.4 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and

3.5.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

3.6 Where the AMS Supplier reasonably believes that the relevant Financial Distress Event under paragraph 3.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and the parties may agree that the AMS Supplier shall be relieved of its obligations under paragraph 3.5 on the provision of the appropriate evidence as agreed by the Authority.

4. **LEVEL 2 - CONSEQUENCES OF A FINANCIAL DISTRESS EVENT**

4.1 If the Financial Distress Event consists of:

4.1.1 the AMS Supplier's or the Guarantor's credit rating dropping below the Level 2 Credit Rating Threshold set out in Appendix 2 of this schedule 7.4 (Financial Distress);

4.1.2 a Key Sub-contractor notifying the Authority that the AMS Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; or

4.1.3 the AMS Supplier failing to notify the Authority of a Financial Distress Event that falls within paragraph 3,

then, subject to paragraph 4.2, immediately upon notification of the Financial Distress Event (or if the Authority becomes aware of the Financial Distress Event without notification and brings the Financial Distress Event to the attention of the AMS Supplier), the provisions of paragraphs 3.2 – 3.6 shall have effect (so that such provisions shall be applicable to a Financial Distress Event under this paragraph 4.1 and shall be interpreted as such), and the AMS Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in paragraphs 4.3 – 4.6.

4.2 In the event of a late or non-payment of a Key Sub-contractor pursuant to paragraph 4.1.2, the Authority shall not exercise any of its rights or remedies under paragraph 4.3 without first giving the AMS Supplier ten (10) Working Days to:

4.2.1 rectify such late or non-payment; or

- 4.2.2 demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Authority may:
 - 4.3.1 require the AMS Supplier to establish a Financial Distress Escrow Account, whereupon the AMS Supplier shall (without cost to the Authority):
 - 4.3.1.1 establish a Financial Distress Escrow Account on such terms as the Authority may reasonably require; and
 - 4.3.1.2 consent to such actions as may be required to give effect to the provisions of this paragraph 4;
 - 4.3.2 pay any undisputed Charges (less any deductions made in accordance with this Agreement) which are due to the AMS Supplier in respect of each month during which AMS Services have been received after notification (or awareness) of the relevant Financial Distress Event into the Financial Distress Escrow Account;
 - 4.3.3 require the AMS Supplier to provide such financial information relating to the AMS Supplier or the Guarantor as the Authority may reasonably require, whereupon the AMS Supplier shall provide (and shall procure the provision of) such financial information; and
 - 4.3.4 require any sums properly due to the Key Sub-contractors to be paid (without set-off or deduction) directly from the Financial Distress Escrow Account to the relevant Key Sub-contractors in accordance with paragraph 4.4, whereupon the AMS Supplier shall provide its consent to, and carry out such other actions as may be necessary to enable such payments.
- 4.4 Monies paid into the Financial Distress Escrow Account by the Authority shall be held on trust by the approved bank and shall be paid out on the joint instructions of the parties in the following order:
 - 4.4.1 the payment in full of any Key Sub-contractors;
 - 4.4.2 the payment in full of any other Sub-contractors;
 - 4.4.3 the payment of any other liabilities of the AMS Supplier that have a direct impact on the performance of this Agreement; and
 - 4.4.4 subject to paragraphs 4.5 and 4.6, repayment of the balance to the AMS Supplier.

- 4.5 The AMS Supplier shall demonstrate its compliance with paragraphs 4.4.1, 4.4.2, and 4.4.3:
- 4.5.1 by the production of valid invoices against which payments from the Financial Distress Escrow Account have been made to the relevant Key Sub-contractors; or
 - 4.5.2 at the Authority's sole discretion and notified in writing to the AMS Supplier, by the certification by the AMS Supplier Representative that the Key Sub-contractors have been paid from the AMS Supplier's general account.
- 4.6 The parties shall instruct the bank to withhold an amount in the Financial Distress Escrow Account in respect of:
- 4.6.1 any amount invoiced by a Key Sub-contractor under its Key Sub-contract that is subject to a dispute between the Key Sub-contractor and the AMS Supplier until the resolution of that dispute; and
 - 4.6.2 which the Authority requires further details of the satisfaction of any relevant Key Sub-contractor's invoice and/or any other liability.

5. LEVEL 3 - CONSEQUENCES OF A FINANCIAL DISTRESS EVENT

- 5.1 If the Financial Distress Event consists of:
- 5.1.1 the AMS Supplier's or the Guarantor's credit rating dropping below the Level 3 Credit Rating Threshold set out in Appendix 2 of this schedule 7.4 (Financial Distress);
 - 5.1.2 any of the following:
 - 5.1.2.1 commencement of any litigation against the AMS Supplier or the Guarantor with respect to financial indebtedness or obligation under a service contract; or
 - 5.1.2.2 non-payment by the AMS Supplier or the Guarantor of any financial indebtedness; or
 - 5.1.2.3 any financial indebtedness of the AMS Supplier or the Guarantor becoming due as a result of an event of default; or
 - 5.1.2.4 the cancellation or suspension of any financial indebtedness in respect of the AMS Supplier or the Guarantor,

which the Authority reasonably believes could directly impact on the continued performance and delivery of the AMS Services in accordance with this Agreement;
or

- 5.1.3 the AMS Supplier failing to notify the Authority of a Financial Distress Event that falls within paragraph 4,

then, subject to paragraph 5.3, immediately upon notification of the Financial Distress Event (or if the Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the AMS Supplier), the provisions of paragraphs 3.2 – 3.6 and 4.3 – 4.6 shall have effect (so that such provisions shall be applicable to a Financial Distress Event under this paragraph 5.1 and shall be interpreted as such), and the AMS Supplier shall have the obligations and the Authority shall also have the rights and remedies as set out in paragraph 5.2.

- 5.2 The Authority may:

- 5.2.1 require the AMS Supplier to update the Authority as to the AMS Supplier's or the Guarantor's financial standing, whereupon the AMS Supplier shall procure such information as the Authority may reasonably require and ensure that its chief financial officer provides an update on a monthly basis; and

- 5.2.2 retain such part of the Charges as the Authority shall determine for up to six (6) consecutive months after notification (or awareness) of the relevant Financial Distress Event, which the AMS Supplier acknowledges shall:

- 5.2.2.1 be a substantial part of the Charges after allowing for payment and other liabilities to Key Sub-contractors; and

- 5.2.2.2 not constitute a breach of this Agreement under clause 57.6.

- 5.3 The Authority shall not exercise its right under paragraph 5.2.2 without first:

- 5.3.1 notifying the AMS Supplier in writing of its intention to do so; and

- 5.3.2 where requested by the AMS Supplier within three (3) Working Days of the date of the Authority's notification under paragraph 5.3.1, meeting with and considering any representations made by the AMS Supplier.

6. TERMINATION RIGHTS

6.1 The Authority shall be entitled to terminate this Agreement under clause 57.1.3.8 (Termination for Cause by the Authority) if:

- 6.1.1 the AMS Supplier fails to notify the Authority of a Financial Distress Event under paragraphs 4 and/or 5 in accordance with paragraph 2.4; and/or
- 6.1.2 the parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraphs 3.2 to 3.4 and/or 9.2.2;
- 6.1.3 the AMS Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraphs 3.5.3 and/or 9.2.4; and/or
- 6.1.4 the AMS Supplier fails to establish the Financial Distress Escrow Account and/or otherwise comply with its obligations in accordance with paragraph 4 or 5.

7. PRIMACY OF CREDIT RATINGS

7.1 Without prejudice to the AMS Supplier's obligations and the Authority's rights and remedies under paragraphs 3, 4, 5 or 9, if, following the occurrence of a Financial Distress Event pursuant to paragraphs 3.1.2 to 3.1.4, 4.1.2, 4.1.3, 5.1.2 or 5.1.3 (or a Sub-Contractor Financial Distress Event pursuant to paragraphs 9.1.2 to 9.1.5), the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then as applicable:

- 7.1.1 the AMS Supplier shall be relieved automatically of its obligations under paragraphs 3.2 to 3.5 and/or 9.2;
- 7.1.2 the AMS Supplier may:
 - 7.1.2.1 request that the Authority pay the Charges direct to the AMS Supplier and give its consent to the closure of the Financial Distress Escrow Account; and
 - 7.1.2.2 withdraw any sums standing to the credit of that account;
- 7.1.3 the Authority shall not be entitled to require the AMS Supplier to provide financial information in accordance with paragraphs 4.3.3, 5.2.1 or 9.2.5;

7.1.4 the Authority shall not be entitled to require the payment of Key Sub-contractors in accordance with paragraphs 4.3.4 and 4.4; and/or

7.1.5 the AMS Supplier may request that the Authority pay the Charges direct to the AMS Supplier and release any monies retained under paragraph 5.2.2 to the AMS Supplier.

8. CONSEQUENCES OF AN IMPROVEMENT IN FINANCIAL DISTRESS

8.1 Following the occurrence of a Financial Distress Event pursuant to paragraph 4.1.1 or 4.1.2, then as applicable:

8.1.1 if the AMS Supplier's or the Guarantor's (as appropriate) credit rating subsequently rises to the Level 2 Credit Rating Threshold set out in Appendix 2 of this schedule 7.4 (Financial Distress); or

8.1.2 the relevant Key Sub-contractor withdraws its claim that the AMS Supplier has not satisfied any material sums properly due and invoiced, or the AMS Supplier demonstrates to the Authority's reasonable satisfaction that there is a valid reason for non-payment,

then, subject to any subsequent Financial Distress Event, the AMS Supplier may:

8.1.2.1 request that the Authority pay the Charges direct to the AMS Supplier and give its consent to the closure of the Financial Distress Escrow Account; and

8.1.2.2 withdraw any sums standing to the credit of that account.

9. SUB-CONTRACTOR FINANCIAL DISTRESS

9.1 In the event of:

9.1.1 a Key Sub-contractor's credit ratings dropping one or more levels below the Sub-contractor Credit Rating Threshold;

9.1.2 a Key Sub-contractor issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;

9.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of a Key Sub-contractor;

- 9.1.4 a Key Sub-contractor committing a material breach of covenants to its lenders; or
- 9.1.5 any of the following:
 - 9.1.5.1 commencement of any litigation against the Key Sub-contractor with respect to financial indebtedness or obligation under a service contract;
 - 9.1.5.2 non-payment by the Key Sub-contractor of any financial indebtedness;
 - 9.1.5.3 any financial indebtedness of the Key Subcontractor becoming due as a result of an event of default; or
 - 9.1.5.4 the cancellation or suspension of any financial indebtedness in respect of the Key Sub-contractor,

which the Authority reasonably believes could directly impact on the continued performance and delivery of the AMS Services in accordance with this Agreement then, immediately upon notification of the Sub-contractor Financial Distress Event (or if the Authority becomes aware of the Sub-contractor Financial Distress Event without notification and brings the event to the attention of the AMS Supplier), the AMS Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in paragraph 9.2.

- 9.2 The AMS Supplier shall (and shall procure that the relevant Key Sub-contractor shall):
 - 9.2.1 at the request of the Authority, meet with the Authority as soon as reasonably practicable (and in any event, within three (3) Working Days of the initial notification (or awareness) of the Sub-contractor Financial Distress Event or such other period as the Authority may permit and notify to the AMS Supplier in writing) to review the effect of the Sub-contractor Financial Distress Event on the continued performance and delivery of the AMS Services in accordance with this Agreement;
 - 9.2.2 where the Authority reasonably believes (taking into account the discussions and any AMS Supplier and Key Sub-contractor representations made under paragraph 9.2.1) that the Sub-contractor Financial Distress Event could impact on the continued performance and delivery of the AMS Services in accordance with this Agreement, submit to the Authority for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Sub-

contractor Financial Distress Event or such other period as the Authority may permit and notify to the AMS Supplier in writing), which shall be reviewed and approved in accordance with the provisions of paragraphs 3.3 and 3.4;

9.2.3 review and update with the Financial Distress Service Continuity Plan in accordance with paragraphs 3.5.1 and 3.5.2;

9.2.4 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan); and

9.2.5 provide such financial information relating to the Key Sub-contractor as the Authority may reasonably require.

9.3 Where the AMS Supplier reasonably believes that the relevant Sub-contractor Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and the parties may agree that the AMS Supplier shall be relieved of its obligations under paragraphs 9.2.3 and 9.2.4.

10. **BOARD CONFIRMATION**

10.1 Subject to paragraph 10.4, the AMS Supplier shall within one hundred and twenty (120) days after each Accounting Reference Date or within fifteen (15) months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Authority in the form set out at Appendix 3 of this schedule 7.4 (Financial Distress), confirming that to the best of the Supplier Board's knowledge and belief, it is not aware of and has no knowledge:

10.1.1 that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or

10.1.2 of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.


10.2 The AMS Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant AMS Supplier Personnel and other persons as is reasonably necessary to understand and confirm the position.

10.3 In respect of the first Board Confirmation to be provided under this Agreement, the AMS Supplier shall provide the Board Confirmation within fifteen (15) months of the Effective Date if earlier than the timescale for submission set out in paragraph 10.1.

- 10.4 Where the AMS Supplier is unable to provide a Board Confirmation in accordance with paragraphs 10.1 to 10.3 due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the AMS Supplier to submit in place of the Board Confirmation, a statement from the Supplier Board to the Authority (and where the AMS Supplier is a Strategic Supplier, the AMS Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

APPENDIX 1

RATING AGENCY

- Rating Agency 1: 

APPENDIX 2**CREDIT RATING THRESHOLDS**

- Level 1 Credit Rating Threshold

AMS Supplier

- [REDACTED]

Guarantor

- [REDACTED]

- Level 2 Credit Rating Threshold

AMS Supplier

- [REDACTED]

Guarantor

- [REDACTED]

- Level 3 Credit Rating Threshold

AMS Supplier

- [REDACTED]

Guarantor

- [REDACTED]

- Long term credit ratings as at the Effective Date

AMS Supplier

- [REDACTED]

Guarantor

- [REDACTED]

APPENDIX 3

Board Confirmation

AMS Supplier Name:

Contract Reference Number:

The Supplier Board acknowledge the requirements set out at paragraph **Error! Reference source not found.** of schedule 7.4 (Financial Distress) and confirm that the AMS Supplier has exercised due care and diligence and made reasonable enquiry of all relevant AMS Supplier Personnel and other persons as is reasonably necessary to enable the Supplier Board to prepare this statement.

The Supplier Board confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

- a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or
- b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

On behalf of the Board of Directors:

Chair
Signed
Date

Director
Signed
Date

End of schedule



Application Maintenance & Support (AMS) Services

Schedule 8.1: Governance

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
V0.1	5 August 2020		First draft. Based on Hosting version. Change from “Hosting” to “AMS”
V0.2	2 September 2020		Second draft with COVID wording added
V0.3	7 September 2020		Previous changes accepted. Minor tweaks.
V1.0	7 September 2020		Final version

TABLE OF CONTENTS

1.	INTRODUCTION	4
2.	GOVERNANCE STRUCTURE, BOARDS AND FORUMS.....	4
3.	OPERATIONAL GOVERNANCE	6
4.	COLLABORATION OBLIGATIONS AND CO-OPERATION PRINCIPLES.....	7
5.	COVID-19 PANDEMIC.....	7

1. INTRODUCTION

1.1 The high level Governance Framework set out in Figure 1 illustrates, at a high level, the governance levels and functions which will govern the AMS Services.

1.2 Not used.

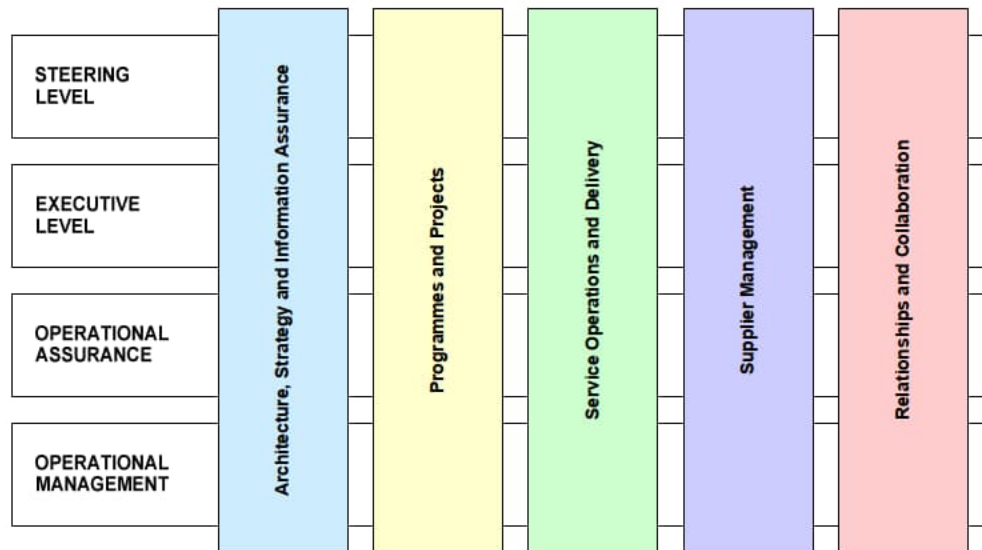


Figure 1 High Level Governance Framework

1.3 The Authority may develop the Governance Framework to refine and add more detail, based on the provisions in this schedule 8.1 (Governance) and the AMS Supplier shall agree to the amended and refined Governance Framework under the Change Control Procedure. Provided that the resource requirements imposed on the AMS Supplier by such changes to the Governance Framework do not increase materially, the AMS Supplier shall not be entitled to recover any additional costs from the Authority in relation to it.

1.4 The parties shall comply with the governance provisions in this schedule 8.1 (Governance) and in particular the general principles and provisions at Appendix 1 of this schedule 8.1 (Governance).

2. GOVERNANCE STRUCTURE, BOARDS AND FORUMS

2.1 The proposed FITS Governance Framework, Boards and forums are illustrated in Figure 2 below plus there will be the following boards at the Operational Assurance Level:

- 2.1.1 risk review (monthly);
- 2.1.2 routine commercial and finance meeting (fortnightly);
- 2.1.3 payment schedule meeting (monthly);
- 2.1.4 project review board (monthly);

2.1.5 AMS product and service board (monthly);

2.1.6 security governance (monthly).

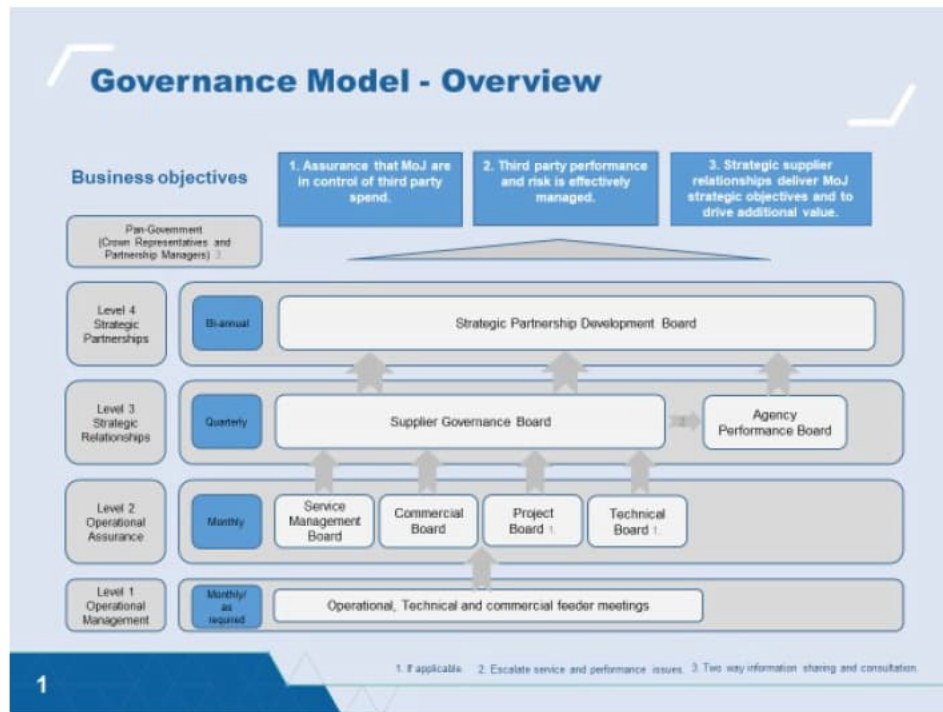


Figure 2 Governance Framework

2.2 The Governance Framework defines the service management and assurance mechanisms, contract management, communication channels and working relationships between the Authority and the AMS Supplier at four (4) engagement levels.

2.2.1 Level 1 – Operational Management;

2.2.2 Level 2 – Operational Assurance;

2.2.3 Level 3 – Strategic Relationships; and

2.2.4 Level 4 – Strategic Partnerships.

2.3 Boards at all levels may be multi-party Boards involving other FITS Suppliers or bilateral boards, depending on the nature of the Board and as required by the Authority from time to time.

2.4 If the AMS Supplier can attend a multi-lateral Board in its capacity as the Hosting Supplier, the AMS Supplier will not be expected to send additional representatives to the relevant Board solely on behalf of the AMS Supplier.

2.5 The AMS Supplier shall comply with the requirements for each level as set out at Appendix 4.

3. OPERATIONAL GOVERNANCE

- 3.1 The scope and responsibilities of the Operational Management Boards and Operational Assurance Boards and forums are set out at Appendices 3 and 4 and shall include, but are not be limited to:
- 3.1.1 service related;
 - 3.1.2 commercial related;
 - 3.1.3 project portfolio related; and
 - 3.1.4 technical related.
- 3.2 Operational Management Boards or forums shall be chaired, managed and co-ordinated by the Authority.
- 3.3 The AMS Supplier shall provide any required information, documentation or reports to the Authority at least five (5) Working Days in advance of the relevant meeting for meetings less frequently than weekly and at least two (2) Working Days in advance of the meeting for weekly meetings.
- 3.4 Operational Management Boards or forums shall meet, at a minimum, once a month or more frequently if so required by the Authority.
- 3.5 The AMS Supplier, Other Suppliers and Collaborating Suppliers shall supply appropriately senior, authorised, qualified and experienced personnel from their organisations to the regularly scheduled Operational Management Boards and Operational Assurance Boards or forums or more frequently if so required to do so by the Authority. These personnel shall be:
- 3.5.1 consistent as a core member; or
 - 3.5.2 appropriate as an optional attendee.
- 3.6 The agenda for Operational Management Board meetings or forums shall be distributed to all core members and optional attendees at least two (2) Working Days in advance of each meeting by the Authority.
- 3.7 The AMS Supplier shall provide any agenda items and supporting material to the Authority at least five (5) Working Days in advance of the relevant Operational Management Board or Operational Assurance Board.
- 3.8 Agenda items or issues that cannot be concluded, resolved or exceed the decision making responsibilities of the Operational Management Board or forum, as defined in the relevant terms of reference, shall be escalated to the appropriate Operational Assurance Board(s) or forum(s).
- 3.9 Minutes from the Board meetings or forums, including actions, decisions and items for escalation, shall be distributed by the SIAM Supplier to all meeting participants within two (2) Working Days after the Board meeting or forum.

- 3.10 The expected Operational Management Boards and forums shall include, but not be limited to:
- 3.10.1 Security Working Group or Suitable replacement IA Governance forum;
 - 3.10.2 Architects Working Forum;
 - 3.10.3 Operational Project Board;
 - 3.10.4 Project Boards;
 - 3.10.5 Project and Resource Planning;
 - 3.10.6 Forward Change and Release Schedule Reviews;
 - 3.10.7 Operational Change Advisory Board (CAB) whose purpose would include, but not be limited to, reviewing and approving proposed changes that are:
 - 3.10.7.1 Normal Requests for Change;
 - 3.10.7.2 Standard Requests for Change;
 - 3.10.7.3 Emergency Requests for Change; and
 - 3.10.7.4 Operational Changes that have potential impact(s) on Live Environments or critical environments.
 - 3.10.8 Cross Tower Service Operations;
 - 3.10.9 Tower Specific Service Operations; and
 - 3.10.10 Supplier Management Operation.
- 3.11 If at the Effective date, the Boards listed at 3.10 do not exist, but do exist in the future, the AMS Supplier shall attend such Boards as required by the Authority.
- 3.12 The AMS Supplier shall comply with the requirements for the Operational Assurance Boards and Operational Management Boards as set out at Appendix 3.

4. **COLLABORATION OBLIGATIONS AND CO-OPERATION PRINCIPLES**

- 4.1 The parties hereby acknowledge that they are required to comply with clause 14 (Collaboration Obligations) and clause 15 (Cooperation Principles) of the Master Services Agreement. Clauses 14 and 15 of the Master Services Agreement have been reproduced (unamended) at Appendix 2 (Collaboration Obligations and Co-operation Principles) to this schedule 8.1 (Governance) for ease of reference.

5. **COVID-19 PANDEMIC**

- 5.1 The parties acknowledge that the COVID-19 pandemic may in the future represent a risk to the provision of the ongoing AMS Services and associated project work and/or may result in changes to the Authority's requirements. As at the Effective Date the AMS Supplier acknowledges and confirms that:

- 5.1.1 CGI IT UK Limited's performance of its obligations, in its capacity as the Exiting Supplier under the Exiting Contract, was not adversely affected by COVID-19 pandemic;
 - 5.1.2 its performance of its obligations under this Agreement is not being adversely affected by COVID-19 pandemic;
 - 5.1.3 it does not foresee any issues in continuing to meet its obligations under this Agreement, provided that the situation does not materially worsen; and
 - 5.1.4 even in the event of the situation materially worsening, such as a second wave, it is the AMS Supplier's current belief that it should be able to continue to perform all its obligations in this Agreement using the same Business Continuity protocols it has implemented since the COVID-19 pandemic commenced unless more stringent government constraints are introduced or there is a material increase in the number of AMS Supplier Personnel diagnosed with COVID-19 and unable to work that in either case make the use of the existing Business Continuity protocols unviable and where adjustments to the protocols to address the impact of such new constraints or material increase in COVID-19 sickness levels are not feasible.
- 5.2 As part of, and consistent with, the ongoing governance arrangements, as described in this schedule 8.1 (Governance) and schedule 6.1 (Project Management), the Authority and the AMS Supplier, shall:
- 5.2.1 give each other as much notice as possible regarding any emerging risks or issues in respect of the provision of the ongoing AMS Services and associated project work, or potential changes to the Authority's requirements resulting directly from the pandemic;
 - 5.2.2 regularly review any such risks and issues in respect of the provision of the ongoing AMS Services and associated project work and potential changes to the Authority's requirements;
 - 5.2.3 work together collaboratively to consider, agree and implement:
 - 5.2.3.1 mitigating actions where possible;
 - 5.2.3.2 more frequent reporting; and
 - 5.2.3.3 any Changes to the Agreement via the Change Control Procedure where appropriate; and
 - 5.2.4 review and take account of the latest Government guidance on the subject.

APPENDIX 1: BOARDS**Part A – GOVERNANCE FRAMEWORK****1.1. INTRODUCTION****1.1.1. General**

- (a) Not used.
- (b) The AUTHORITY will develop the FITS Governance Framework to refine and add more detail, based on the provisions in this Appendix 1 and the governance provisions in Tower Services Agreements, and the Suppliers shall agree to the amended and refined FITS Governance Framework under the Change Control Procedure and change control procedures under their Tower Services Agreement or Supply Agreement. Provided that the resource requirements imposed on a Supplier by such further developed FITS Governance Framework do not increase materially, the Supplier shall not be entitled to recover any additional costs from the AUTHORITY in relation to it.
- (c) The FITS Governance Framework will establish a single, centralised structure to deal with all issues that relate to the performance and commercial aspects of this Agreement, Tower Services Agreements, Supply Agreements or in flight programmes of work.
- (d) This Schedule defines the governance structures that the parties will establish to ensure that:
 - (i) appropriate forums exist to manage this Agreement;
 - (ii) appropriate information is maintained and shared to enable the AUTHORITY to oversee and ensure the Suppliers' delivery of the Services;
 - (iii) Documentary Deliverables are provided to timescales and the requisite quality and, where appropriate, are maintained and updated; and
 - (iv) the effectiveness of the Services, the parties' relationship and the governance framework are reviewed regularly and improved where appropriate.

1.2 Principles

- (a) The parties recognise that relationships will exist at many levels between them, and this Schedule reflects these relationships within a formal process covering the decision-making, communication channels and escalation paths that all parties shall use.
- (b) The parties shall, through the proper application of these principles, procedures and structures, ensure that strong, healthy, responsive and mutually beneficial collaborative relationships are built and maintained between the parties at all levels.
- (c) The Suppliers will take their direction from the AUTHORITY in all their dealings under this Agreement and Tower Services Agreement or Supply Agreements, and not from any other government department or agency.
- (d) All parties shall ensure that the correct numbers of attendees and only appropriately senior, authorised, qualified and experienced personnel are assigned to attend the governance Boards set out in this schedule 8.1 (governance).

- (e) The parties shall ensure that they, through collaborative participation in the Boards, as soon as reasonably practicable resolve all issues arising in relation to the Services and this Agreement and Tower Services Agreements or Supply Agreements and achieve all agreed objectives for each of the Boards. Each party shall use reasonable endeavours to ensure that Board members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made.
- (f) All parties shall agree and implement processes to regularly measure the health and effectiveness of the relationship and work together to agree and implement desirable improvements to the FITS Governance Framework.
- (g) The membership and frequency of the Boards will be sufficient to manage and assure the end-to-end delivery of quality and cost effective Services by the Suppliers to the AUTHORITY, including but not limited to, the delivery of the operational Services to the AUTHORITY in accordance with the Services and Service Level Targets and key performance indicators set out in schedule 2.1 (Service Requirements) and schedule 2.2 (Service Performance Management) and equivalent provisions of the Tower Services Agreements or Supply Agreements.
- (h) Each Board will work across all Services other than where specified in the FITS Governance Framework and the provisions of this schedule 8.1 (Governance).
- (i) All Governance interactions (including work approval, new services, business requirements, etc) between the FITS Suppliers, Collaborating Suppliers and the AUTHORITY will be managed in line with the FITS Governance Framework.
- (j) The Boards will determine, authorise and prioritise Changes in Services and otherwise fully support the AUTHORITY's changing business objectives and requirements.
- (k) The Boards will include AUTHORITY and Supplier representation as appropriate, and, may include the Supplier's sub-contractors and Other Authority Providers engaged by the AUTHORITY if required and agreed by the AUTHORITY.
- (l) All Suppliers are expected to actively participate with the other Suppliers, except where issues of commercial confidentiality arise and have been agreed in advance with the AUTHORITY.
- (m) Without limiting the Suppliers' general obligations to provide advance warning, the Suppliers shall take such steps as are necessary to ensure that no material issues are raised in the formal Governance Board meetings without giving the AUTHORITY prior notice.

1.3 Collaborating Suppliers

- (a) Collaborating Suppliers shall be subject to and participate fully in the FITS Governance Framework and the governance arrangements under this Schedule, save that the AUTHORITY may excuse given Collaborating Suppliers from attending given Board meetings (which may be done on a case by case or more general basis).

2. GOVERNANCE FRAMEWORK

2.1 Objectives

- (a) This schedule sets out the governance structures for managing and assuring the Services to be delivered by the Suppliers to the AUTHORITY and will include, but not be limited to:
 - (i) the communication and governance from and between the AUTHORITY and the Suppliers;
 - (ii) the retained AUTHORITY organisation;
 - (iii) the Boards and associated roles and responsibilities;
 - (iv) the overall portfolio management and governance organisation to manage and assure the Services;
 - (v) the architectural governance forums to assure delivery and operational conformance to prescribed standards;
 - (vi) Information Assurance governance;
 - (vii) the service management and governance forums to manage and assure the Services through the Service Delivery Lifecycle;
 - (viii) the programme management and governance forums to manage, deliver and assure the Services; and
 - (ix) the supplier management and governance forums to manage, monitor and assure the commercial aspects relating to the provision and support of Services.
- (b) The Suppliers shall support and enable the AUTHORITY to monitor and manage the Services and other obligations and shall provide all reasonable co-operation to the AUTHORITY with the objective of ensuring that the performance of the Services and its other obligations, shall be achieved in an efficient and cost effective manner in accordance with the terms of this Agreement.
- (c) As and when necessary, the AUTHORITY will define and agree the terms of reference for each of the Boards and forums defined in the FITS Governance Framework. The terms of reference for each Board and forum will include, but not be limited to:
 - (i) Frequency:
 - (ii) Type:
 - (iii) Chair:
 - (iv) Input to:
 - (v) Team Participants
 - (vi) Roles and Responsibilities/Escalation

- (vii) Value/Purpose
 - (viii) Input Reports
 - (ix) Expected Outcomes
- (d) The Suppliers shall support the AUTHORITY through the provision of:
- (i) core membership (standing attendees);
 - (ii) optional attendees (as required or requested);
 - (iii) responsibilities, accountabilities and limits of decision making ability including, but not limited to, financial, business impact and business risk;
 - (iv) inputs; and
 - (v) outputs.
- (e) Starting on the Effective Date, the AUTHORITY will maintain the current organisational information (the “Governance Framework Library”), which may consist of (as necessary and if appropriate), but will not be limited to, the following:
- (i) AUTHORITY governance and guidance organisation: Includes as a minimum, organisation charts, description of functions performed, and contact information;
 - (ii) contractor management and delivery organisations: Includes as a minimum, organisation charts, description of functions performed, and contact information;
 - (iii) Issue escalation procedure – Includes as a minimum, both AUTHORITY and Supplier procedures (and as documented in accordance with documentation requirements as detailed in schedule 2.1 (Service Requirements) or equivalent of the Tower Services Agreements or Supply Agreements);
 - (iv) key contacts – AUTHORITY: The list of AUTHORITY contacts (with contact information), who are key users of the Services and/or who perform a liaison function in regard to the Services including, but not limited to, business unit and geographic region;
 - (v) key contacts – Suppliers: The list of Supplier contacts (with contact information), who are key managers of the Services and/or who perform a liaison function in regard to the Services including, but not limited to, business unit and geographic region;
 - (vi) Key contacts – Other Authority Providers: The list of Other Authority Providers including, but not limited to, maintenance providers, software providers, telecom carriers and their contact information; and
 - (vii) Key governance documentation: Reference material relating to governance forums i.e. terms of reference and planned Board schedules.

- (f) The AMS Supplier shall support the Authority by providing, on the request of the Authority, current organisational information, which shall consist of, but shall not be limited to, the following:
- (i) AMS Supplier governance and guidance organisation: includes as a minimum, organisation charts, description of functions performed, and contact information;
 - (ii) AMS Supplier management and delivery organisations: Includes as a minimum, organisation charts, description of functions performed, and contact information;
 - (iii) key contacts – AMS Supplier: The list of AMS Supplier contacts (with contact information), who are key managers of the AMS Services and/or who perform a liaison function in regard to the Services including, but not limited to, business unit and geographic region; and
 - (iv) key governance documentation: Reference material relating to governance forums e.g. operational meeting minutes, performance reports etc.
- (g) The Authority will act as the facilitator for all Boards and will ensure the following:
- (i) clear communications and directives relating to outcomes of all governance and change forums via the "Governance Framework Library" or Change Management process;
 - (ii) that all concerned parties are actively involved in changes that will or may have an impact on the Services being delivered;
 - (iii) the Authority will relay any risks identified across the Suppliers and Other Authority Providers; and
 - (iv) the Authority will provide a secretariat function, including, but not limited to:
 - (A) scheduling Board meetings;
 - (B) ensuring all Board agendas and papers are circulated to the members of the respective Board in accordance with the timescales set out in this schedule 8.1 (Governance), unless an extraordinary meeting has been scheduled or an urgent item has been added to the agenda and it is not possible to meet this requirement, in which case as much notice as is practicable shall be given;
 - (C) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within three (3) Working Days following the Board meeting;
 - (D) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings; and
 - (E) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

- (h) The AMS Supplier acknowledges that the Authority shall act as the facilitator for all Boards and that the Authority shall provide services to the AMS Supplier as described in paragraph 2.1(g). The AMS Suppliers shall support the Authority in delivering the services described in paragraph 2.1(g) through, including but not limited to:
 - (i) attendance at scheduled Board meetings by an appropriately empowered representative;
 - (ii) monitoring and progressing any follow up tasks and activities agreed to be carried out before or following Board meetings; and
 - (iii) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

GOVERNANCE STRUCTURE, BOARDS AND FORUMS

- 2.2 Each Board or forum will be responsible for resolving any operational disagreements or other issues regarding the provision of the Services, the Service Levels Targets, key performance indicators and performance under any additional work that may be awarded under the Tower Services Agreement, Supply Agreements or other agreements and, if required, to support the issue resolution mechanisms and Dispute Resolution Procedures.
- 2.3 The effectiveness of the FITS Governance Framework will be evaluated from time to time by the AUTHORITY and the Suppliers to identify improvements or efficiencies and modified accordingly.
- 2.4 The AUTHORITY reserves the right to convene a meeting with any or all parties at any time and will provide as sufficient notice as is practicable.
- 2.5 Time and resource cost of participation in the Boards and development of their policies, processes and procedures shall be borne by the party incurring it.
- 2.6 The chairperson for each Board is set out at Appendix 4. The chairperson shall be responsible for:
 - (a) setting the agenda for Board meetings (based on suggestions from the AUTHORITY and/or the Suppliers); and
 - (b) chairing the Board meetings.
- 2.7 The chairperson of each Board will record decisions and agreements reached at the Board, based on the discussions and the input/feedback received from all participants. Each Board meeting will be outcome based and defined outcomes will be delivered and realised within the agreed timescales. The decisions of the Board shall be binding on all parties.
- 2.8 The AMS Supplier shall supply appropriately senior, authorised, qualified and experienced personnel to the Boards as required by Appendix 4.
- 2.9 **Strategic Partnership Level**
 - (a) This level brings together senior board executives from the AUTHORITY and the Suppliers to provide direction on activities that lead to increased understanding of mutual objectives, ensuring alignment with the AUTHORITY's ICT Strategy and

influence behavioural changes to drive improvements to the quality and health of the relationship.

- (b) The objectives of the Strategic Partnership Board and the frequency of meetings are set out at Appendix 4.

2.10 Strategic Relationships Level

- (a) This level brings together executives and senior managers from the AUTHORITY and the Suppliers to review the quality of the relationship from a service delivery, commercial, project and technical perspective.
- (b) The Strategic Relationship Level also serves as an escalation forum to resolve issues which have not been resolved at the Operational Assurance level.
- (c) The objectives of the Strategic Partnership Board and the frequency of meetings are set out at Appendix 4.

2.11 Operational Assurance Level

- (a) This level brings together senior managers from the AUTHORITY and the Suppliers to manage, monitor and review deliverables, service and outcomes, including, but not limited to, the relevant approval criteria, Service Levels and key performance indicators.
- (b) The Operational Assurance level also serves as an escalation forum to resolve issues which have not been resolved at the Operational Management level.
- (c) Operational Assurance Boards shall meet at the frequency set out at Appendices 3 and 4.
- (d) The AUTHORITY reserves the right to convene additional Operational Assurance Boards with any or all parties at any time and will provide sufficient notice as is practicable.
- (e) Further detail on the formation of Boards at the Operational Assurance Level can be found at Appendix 3.

2.12 Operational Management Level

- (a) This level brings together operational and commercial personnel from the AUTHORITY and the Suppliers to discuss and review operational performance data and contract and commercial variations.
- (b) Operational Management Boards shall meet at the frequency set out at Appendices 3 and 4.
- (c) The AUTHORITY reserves the right to convene additional Operational Assurance Boards with any or all parties at any time and will provide sufficient notice as is practicable.
- (d) Further detail on the formation of Boards at the Operational Management Level can be found at Appendix 3.

APPENDIX 2: COLLABORATION OBLIGATIONS AND CO-OPERATION PRINCIPLES**14. COLLABORATION OBLIGATIONS**

- 14.1 Without prejudice to the other provisions of this Agreement, each Supplier shall perform its obligations under this Agreement and/or the relevant Tower Services Agreement and/or the relevant Supply Agreement in accordance with Good Industry Practice.
- 14.2 Each Supplier shall, and shall procure that their relevant Group members and subcontractors shall (where it is necessary and/or desirable to do so) co-operate fully with each of the other Suppliers and with the AUTHORITY and provide such cooperation, support, assistance and information to each other party as is necessary, and/or in accordance with the Dependencies Register, in order:
- 14.2.1 to ensure the orderly provision of seamless end-to-end Services to the AUTHORITY in accordance with all policies and procedures and technical interface standards that are specified by the Delegates in accordance with their Delegated Authority and by the AUTHORITY as such may be amended or replaced from time to time;
 - 14.2.2 to avoid hindering the provision of the Services to the AUTHORITY under the Tower Services Agreements and/or Supply Agreements by any of the other Suppliers;
 - 14.2.3 to facilitate the delivery of the Services by the other Suppliers in accordance with the terms of their respective Tower Services Agreements or Supply Agreements;
 - 14.2.4 to avoid any unnecessary duplication of effort;
 - 14.2.5 to avoid undue disturbance to the AUTHORITY; and
 - 14.2.6 to undertake all such tasks and activities as may be necessary to integrate the systems and Services with all other relevant systems and Services of other Suppliers.
- 14.3 Without prejudice to the generality of Clause 14.2, the Suppliers shall as part of their general co-operation obligations described in Clause 14.2:
- 14.3.1 work together in good faith to ensure integration and interfacing where Services are subject to inter-party dependencies;
 - 14.3.2 operate and maintain all software, hardware or technology in accordance with Good Industry Practice where there is interoperation with another Supplier;
 - 14.3.3 assist with any testing and/or any quality assurance analysis to be undertaken by the AUTHORITY or any other Supplier;
 - 14.3.4 provide prompt access to any of their resources, systems, Software and materials required by the other Suppliers and the relevant members of their Groups to enable them to provide their Services to the AUTHORITY and to deal with security and/or compliance issues, assessments and actions;
 - 14.3.5 promptly provide the other Suppliers and the relevant members of their Groups with all relevant information (including details of all operating environments, system

constraints, all relevant information concerning interfacing, interoperation and operating parameters that may be reasonably required by the other Suppliers) that they may need to provide their Services to the AUTHORITY;

14.3.6 promptly escalate any issues or perceived problems via the governance regime under part A of Schedule 3 (Governance); and

14.3.7 without limitation to Clause 12.4, where it anticipates or discovers a potential or actual non-compliance with its obligations under its Tower Services Agreement and/or Supply Agreement and/or this Agreement, and such non-compliance may have an impact on the performance of the Services by another Supplier, notify such other Supplier and the AUTHORITY (or, as notified by the AUTHORITY from time to time, the SIAM Supplier or other Delegatee) as soon as reasonably practicable.

15. PRINCIPLES OF CO-OPERATION

15.1 The co-operation, support, information and assistance to be provided by the Suppliers and the relevant members of their Groups pursuant to Clauses 12 and 14 shall be provided in accordance with the following principles:

15.1.1 the principle that each Supplier shall provide its cooperation, support, information and assistance in a proactive, transparent and open way and in a spirit of trust and mutual confidence;

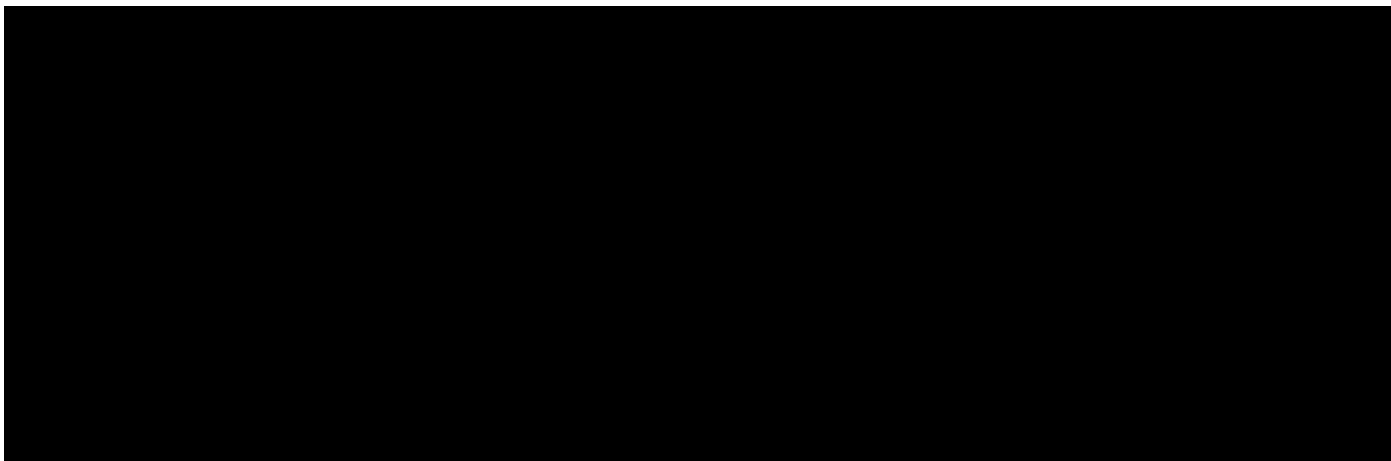
15.1.2 the principle of 'fix first, discuss later', requiring that each Supplier shall concentrate on solving a problem as expeditiously and cost effectively as possible and leave any Disputes as to which Supplier is responsible, which Supplier should bear the cost of fixing the problem and any associated legal issues until resolution of the relevant problem;

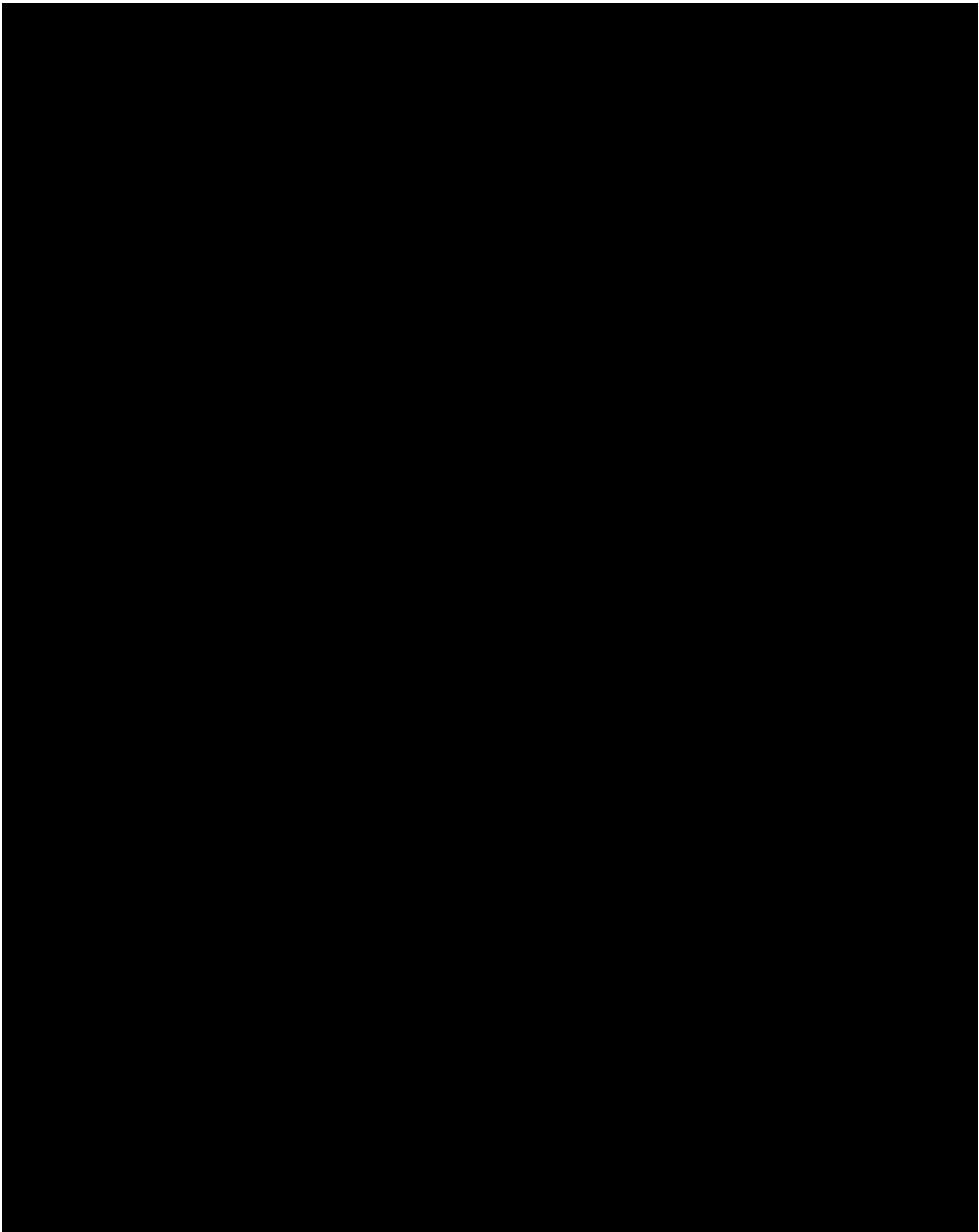
15.1.3 the principle that co-operative behaviour and overall cost efficiency should be promoted. For the avoidance of doubt, if a Tower Services Agreement or this Agreement allows for the performance of a certain obligation in different ways, then such Supplier shall in good faith (i) take the cost impact of its choice on the other Suppliers into consideration when making such choice; and (ii) refrain from knowingly choosing an option which would significantly and without justification increase the costs of any of the other Suppliers or of the AUTHORITY;

15.1.4 the principle that in setting up cross Supplier teams for delivery of projects and/or Services, the Suppliers shall work on a "matrix system" and choose the best resource for each role rather than duplicating roles for more than one Supplier; and

15.1.5 the principle that all Suppliers shall procure the adherence of employees and subcontractors to these co-operation requirements.

Appendix 3 Operational Governance





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12

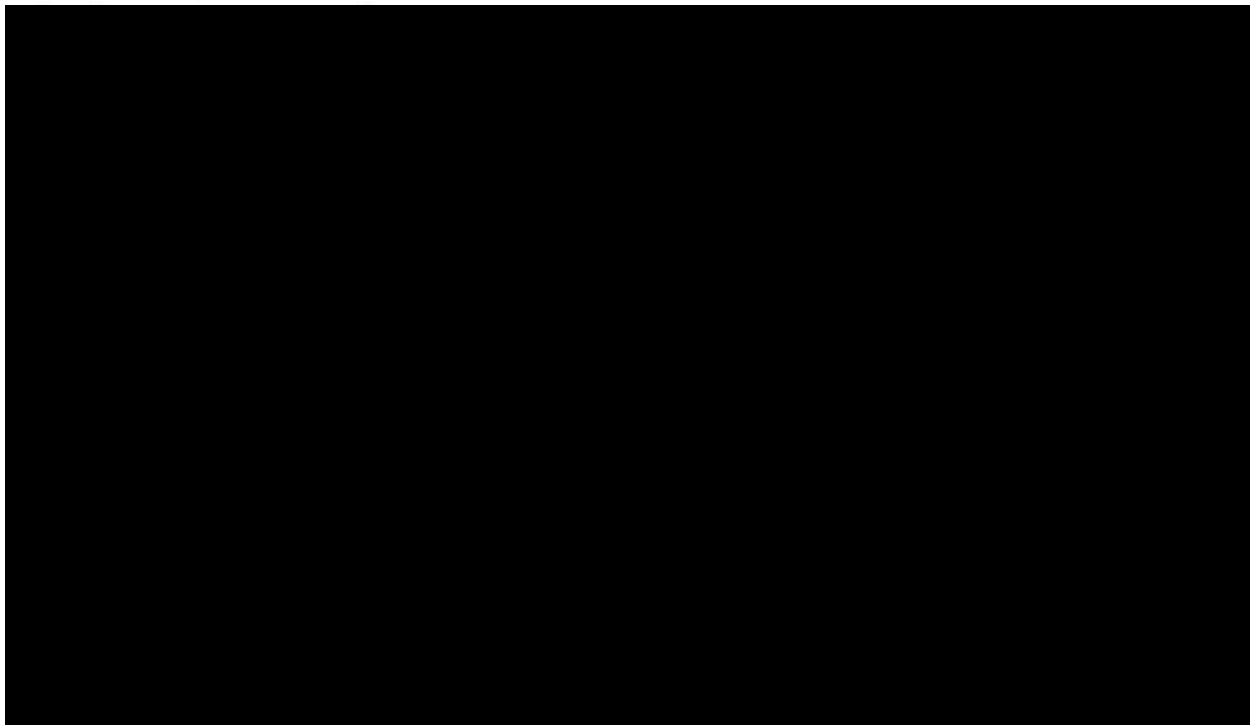
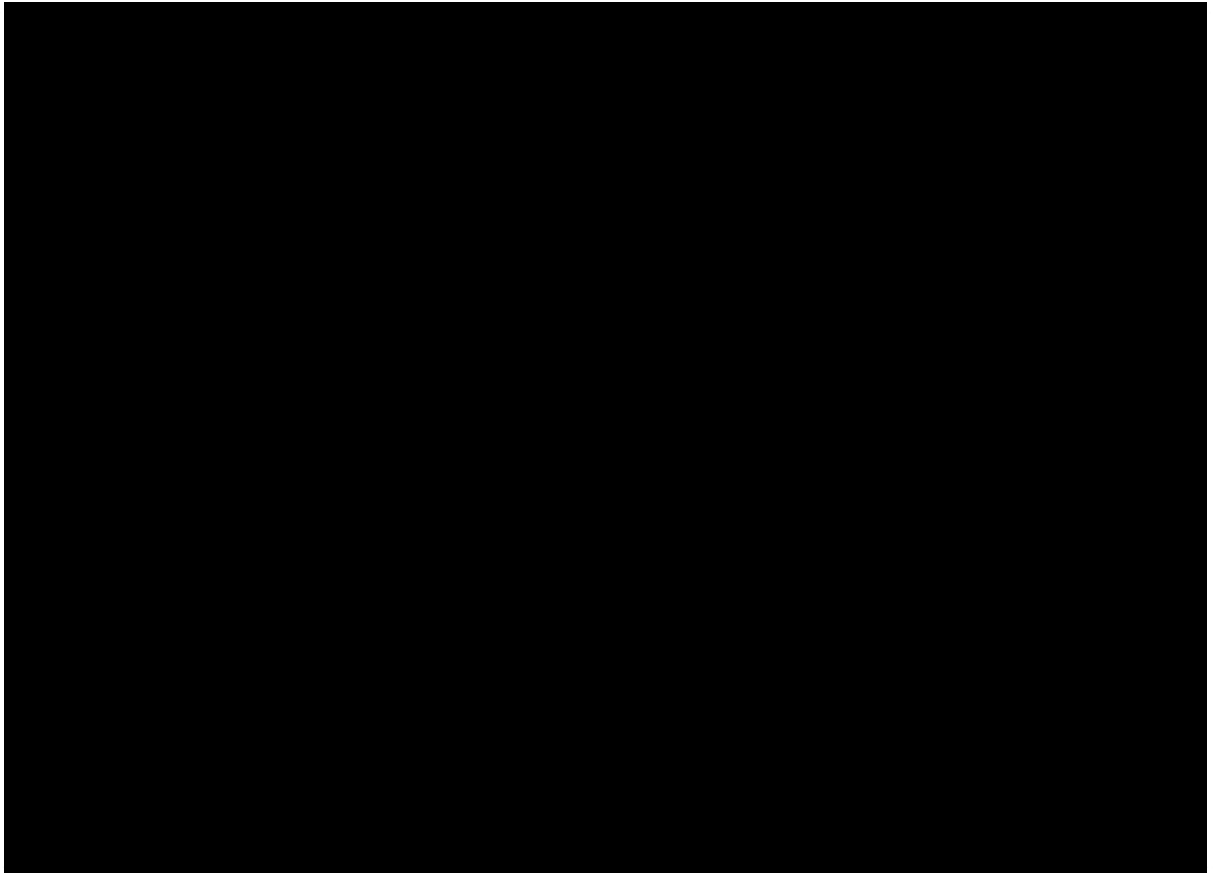
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

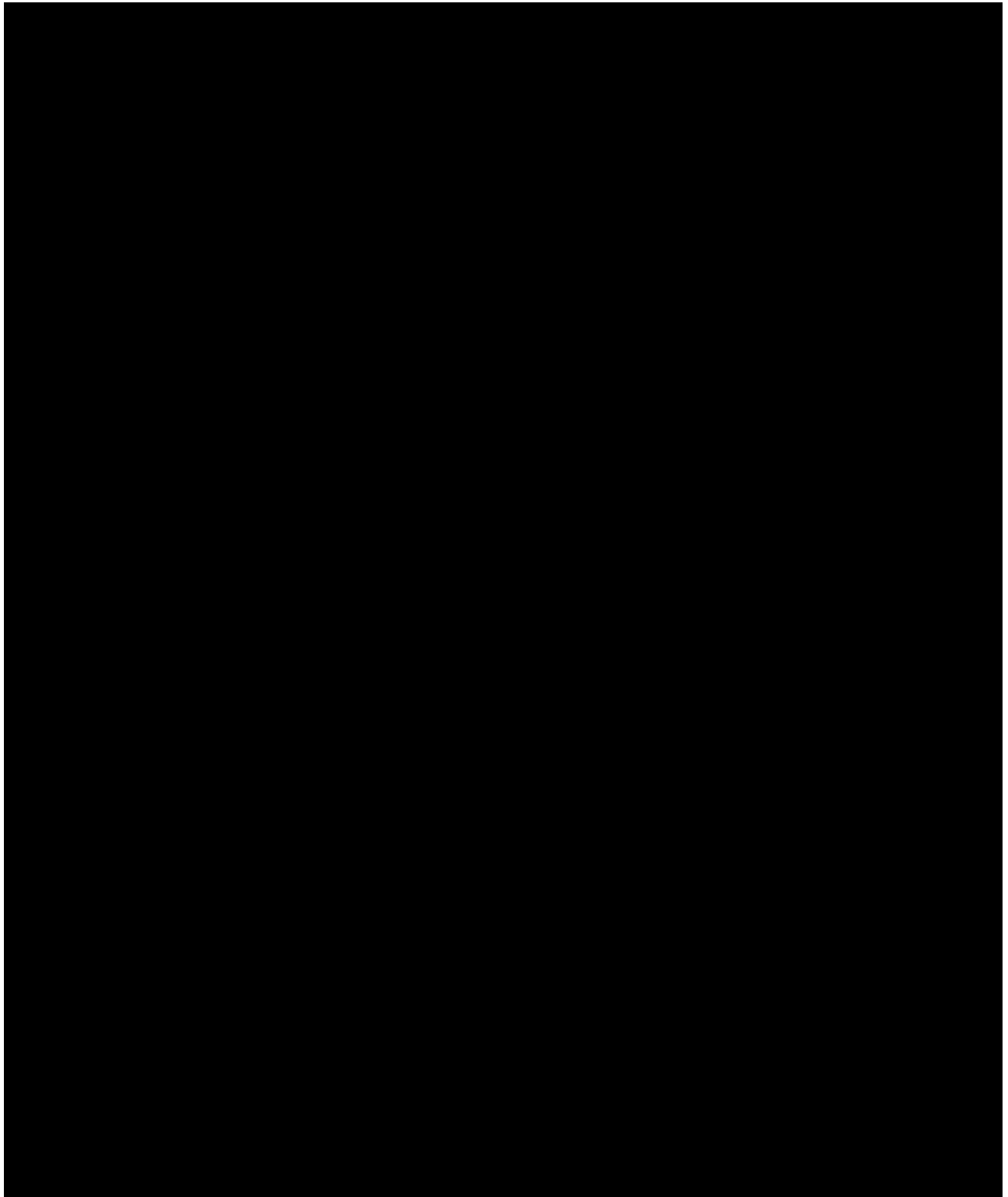
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

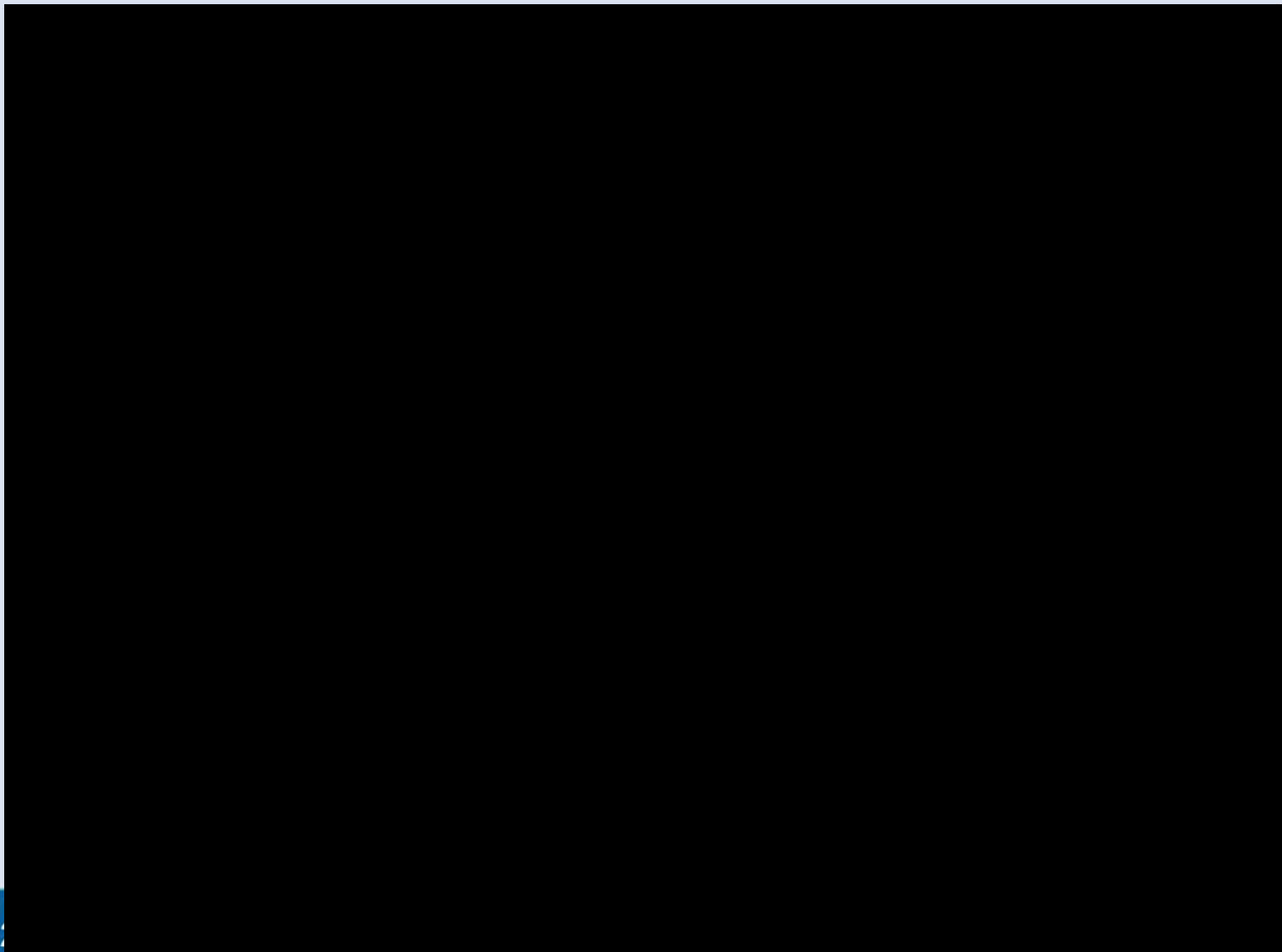
[REDACTED]

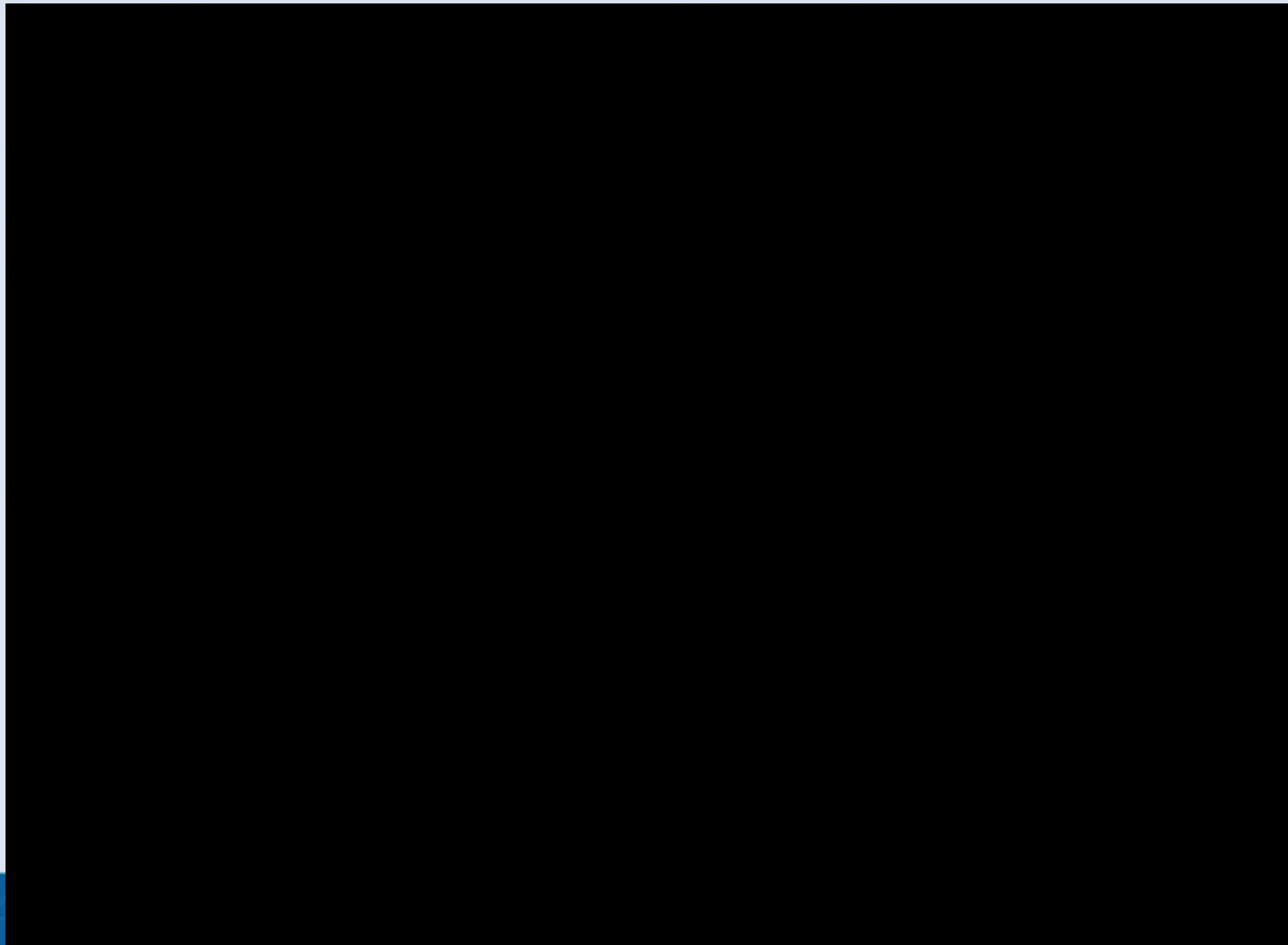
[REDACTED]

[REDACTED]

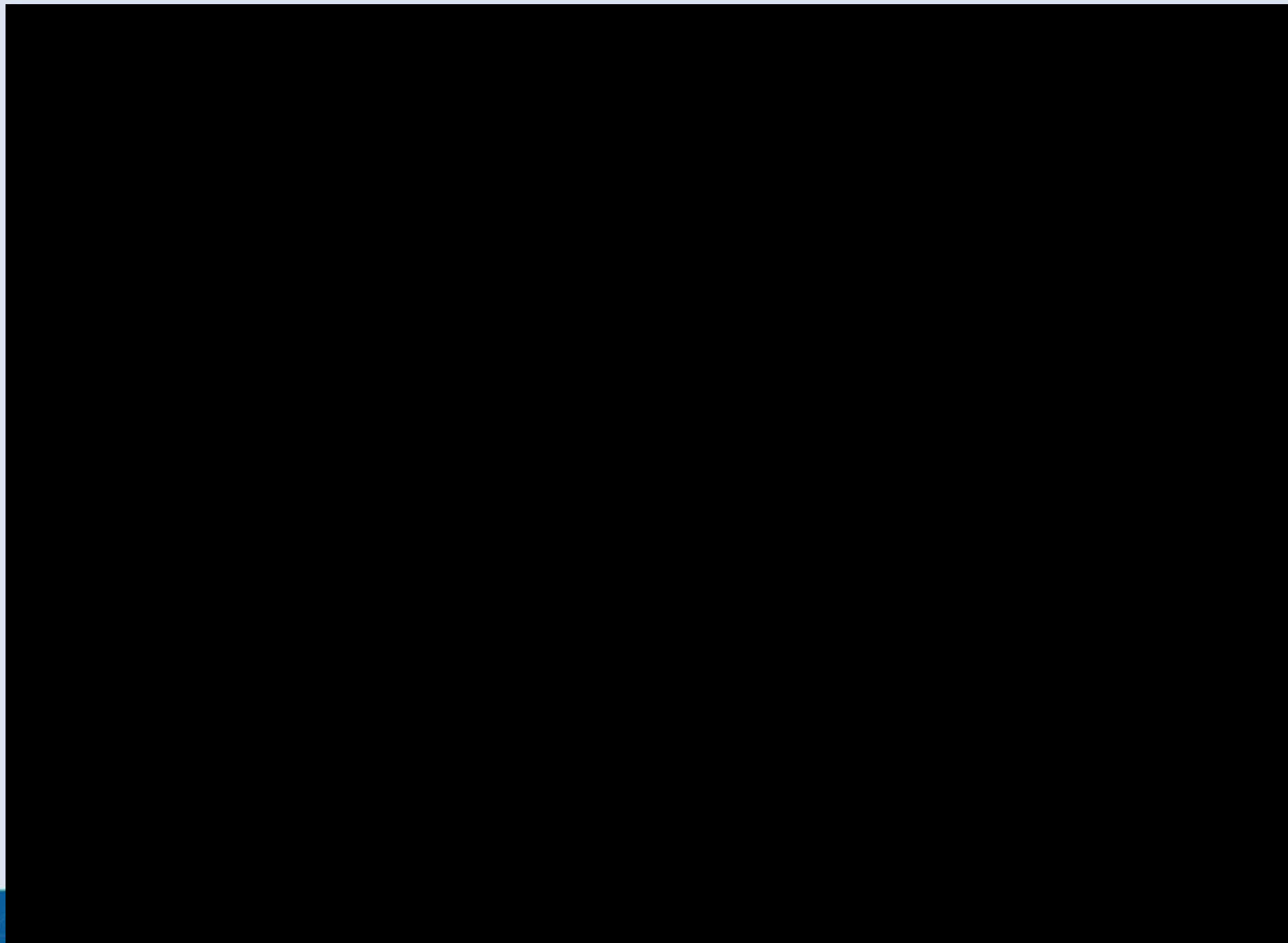


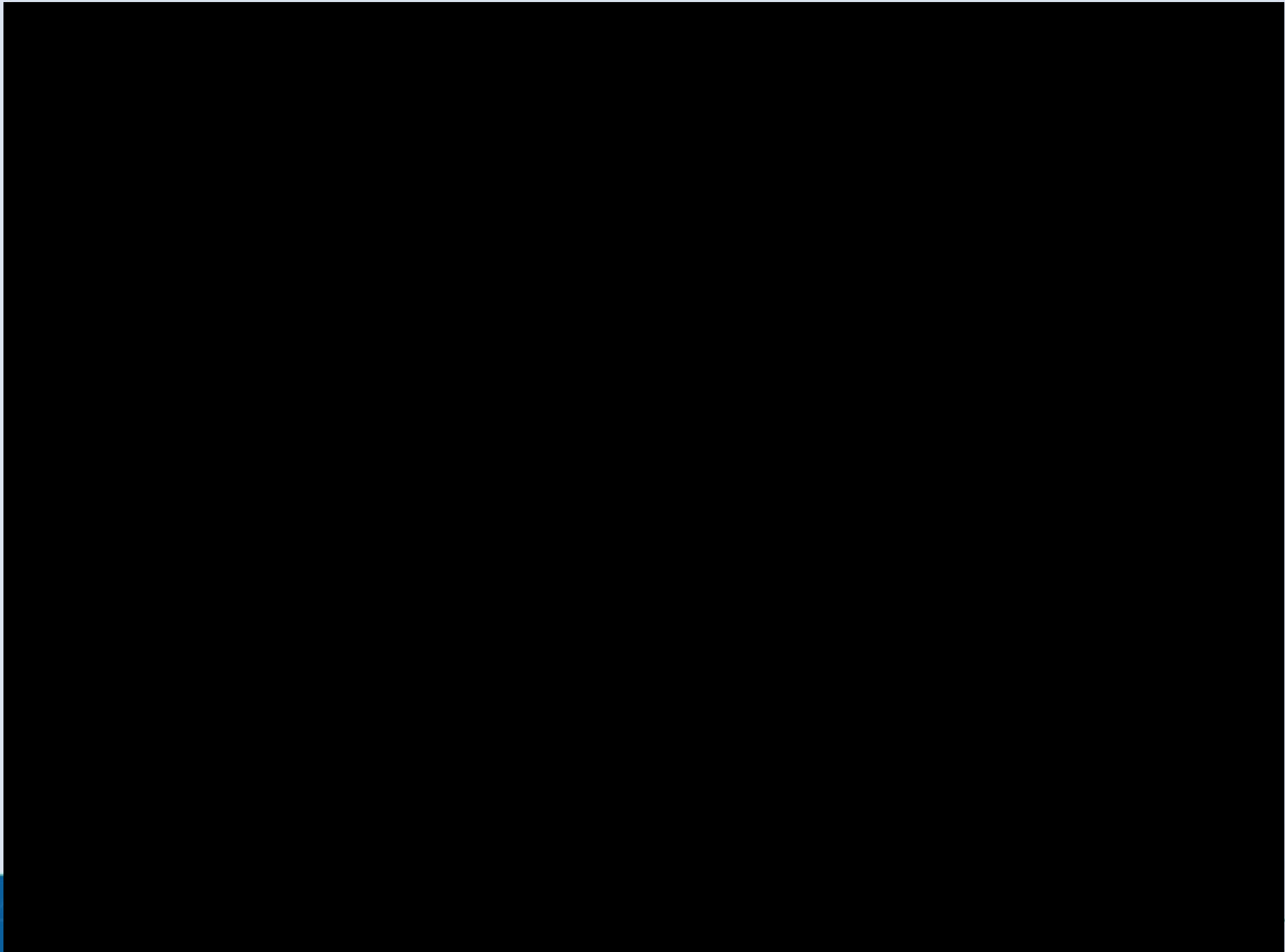


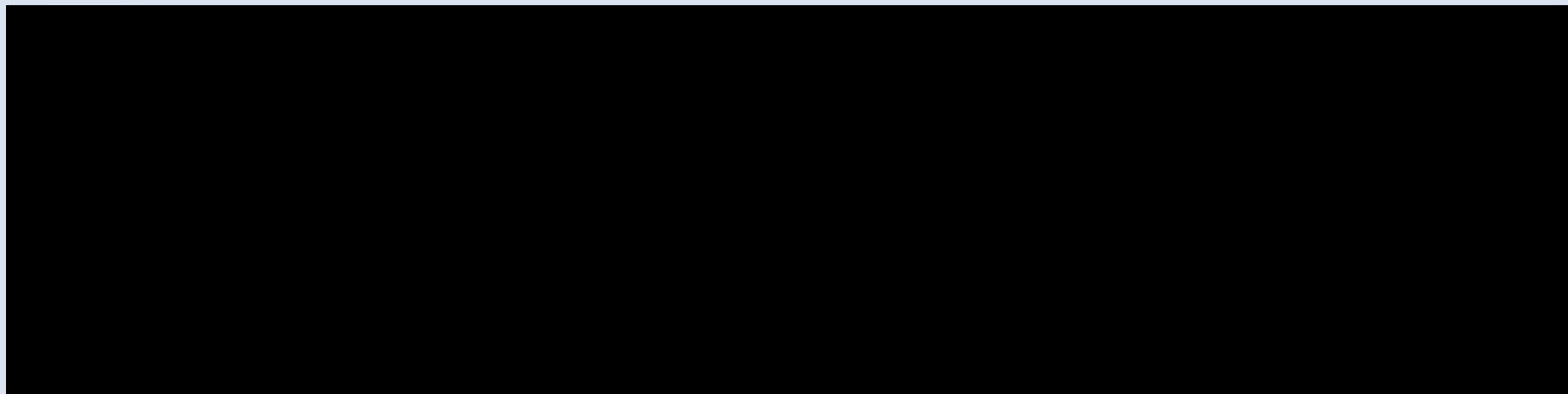












End of Schedule



Ministry of
JUSTICE

Application Maintenance and Support (AMS) Services

Schedule 8.2: Change Control Procedure

VERSION CONTROL

Version Control

Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	18 August 2020		First draft. Based on AMS1 confirmed version. Removal of "Lot 1".
0.2	28 August 2020		Previous tracked changes accepted. Updated draft.
1.0	7 September 2020		Final version

TABLE OF CONTENTS

1. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE.....	4
2. COSTS	6
3. CHANGE REQUEST	6
4. IMPACT ASSESSMENT	7
5. AUTHORITY’S RIGHT OF APPROVAL	10
6. AMS SUPPLIER’S RIGHT OF APPROVAL.....	11
7. FAST-TRACK CHANGES	11
8. CHANGE AUTHORISATION	12
9. COMMUNICATIONS	13

1. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 1.1 This schedule 8.2 (Change Control Procedure) sets out the procedure for dealing with Contract Changes.
- 1.2 Operational Changes shall be processed in accordance with the AMS Supplier's obligations in schedule 2.1 (Service Requirements) (but where it also involves a Contract Change the Contract Change should be dealt with in accordance with this schedule 8.2 (Change Control Procedure)). If either party is in doubt about whether a Change falls within the definition of an Operational Change then it will be processed as a Contract Change, subject to the Authority's approval.
- 1.3 Not used.
- 1.4 Changes to the MSA shall be processed in accordance with schedule 7 (Change Control Procedure) of the MSA. The Authority, in its sole discretion, will determine whether a proposed change falls within the scope of this schedule 8.2 (Change Control Procedure) and/or schedule 7 (Change Control Procedure) of the MSA.
- 1.5 Under this Change Control Procedure:
- 1.5.1 either party may request a Contract Change which they shall initiate by issuing a Change Request Part A: Initial Request in accordance with paragraph 3;
 - 1.5.2 the AMS Supplier, Other FITS Suppliers and Other Authority Providers shall assess and document the potential impact of a proposed Contract Change in accordance with paragraph 4 and the Change Management Policies and Procedure, as obligated in schedule 2.1 (Service Requirements) before the Contract Change can be either approved or implemented;
 - 1.5.3 the Authority reserves the right to nominate the AMS Supplier or an Other FITS Supplier to lead and co-ordinate the production and provision of a single and integrated solution across all affected FITS Suppliers;
 - 1.5.4 where the Authority nominates the AMS Supplier in accordance with paragraph 1.5.3, the AMS Supplier shall lead and co-ordinate the production and provision of a single and integrated solution across all affected FITS Suppliers that addresses the requirements set out in the Change Request Part A: Initial Request and any requirements set out in change requests relating to the same subject matter raised under Other Tower Services Agreements;

- 1.5.5 where the Authority nominates an Other FITS Supplier in accordance with paragraph 1.5.3, the AMS Supplier shall collaborate fully with the nominated FITS Supplier to ensure that a single and integrated solution across all FITS Suppliers is delivered that addresses the requirements set out in the Change Request Part A: Initial Request and any requirements in change requests relating to the same subject matter raised under Other Tower Services Agreements;
 - 1.5.6 the Authority shall have the right to request amendments to a Change Request Part A: Initial Request, approve it or reject it in the manner set out in paragraph 5;
 - 1.5.7 the AMS Supplier shall have the right to reject a Change Request Part A: Initial Request solely in the manner set out in paragraph 6;
 - 1.5.8 no proposed Contract Change shall be implemented by the AMS Supplier until such time as a Change Request Part C: Change Authorisation has been signed and issued by the Authority in accordance with paragraph 5.2; and
 - 1.5.9 if the circumstances or nature of a proposed Contract Change mean that it is a Fast-track Change (applying the provisions of paragraph 7) then it shall be processed in accordance with paragraph 7.
- 1.6 To the extent that any Contract Change requires testing and/or a programme for implementation, then the AMS Supplier shall follow the approval and testing procedures referred to in schedule 2.1 (Service Requirements) and, where appropriate, the Change Request Part C: Change Authorisation relating to such a Contract Change shall specify a Key Milestone and Key Milestone Date in respect of such Contract Changes for the purposes of such procedures.
- 1.7 Until such time as a Change Request Part C: Change Authorisation has been signed and issued by the Authority in accordance with paragraph 5.2, then:
- 1.7.1 unless the Authority expressly agrees otherwise in writing, the AMS Supplier shall continue to supply the AMS Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and
 - 1.7.2 any discussions, negotiations or other communications which may take place between the Authority and the AMS Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each party's other rights under this Agreement.

1.8 Not used.

1.9 Not used.

1.10 Following the Effective Date, the parties will work together to review the Change Control Procedure to determine if any amendments could be agreed to improve its efficiency and effectiveness. This schedule 8.2 (Change Control Procedure) shall apply from the Effective Date until such time as it is amended pursuant to the Change Control Procedure.

2. COSTS

2.1 Subject to paragraph 2.2, each party shall bear its own costs in relation to the preparation and agreement of each Change Request Part A: Initial Request and all Impact Assessments under B1 and B2.

2.2 All Contract Changes shall be calculated and charged for in accordance with the principles and Charges set out in schedule 7.1 (Charging and Invoicing). The AMS Supplier will only be entitled to increase the Charges if it can demonstrate in the Change Request Part B1: Technical and Business Impact Assessment and/or Change Request Part B2: Financial Impact Assessment that the proposed Contract Change requires additional resources and is not something it would otherwise be liable to bear the cost of under this Agreement or the Master Services Agreement and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the AMS Services as amended by the Contract Change. Nothing in this schedule 8.2 (Change Control Procedure) limits the Authority's rights to receive a reduction in the Charges as a result of a Contract Change.

2.3 Any costs incurred in respect of any use of this Change Control Procedure by the Authority as a result of any error or default by the AMS Supplier shall be paid for by the AMS Supplier.

3. CHANGE REQUEST

3.1 Either party may issue a Change Request Part A: Initial Request to the other party at any time during the Term. The Change Request Part A: Initial Request shall be substantially in the form of Appendix 1 to this schedule 8.2 (Change Control Procedure) and must state whether the party issuing the Change Request Part A: Initial Request considers the proposed Contract Change to be a Fast-track Change.

- 3.2 If the Authority is the Receiving Party, then the AMS Supplier shall also provide a Change Request Part B1: Technical and Business Impact Assessment and a Change Request Part B2: Financial Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten (10) Working Days (or, where the complexity of the Change Request is such that the AMS Supplier cannot reasonably be expected to meet these timescales, such other timescales as the Authority may agree) of the date of issuing the Change Request Part A: Initial Request.
- 3.3 If the AMS Supplier is the Receiving Party, then the AMS Supplier shall provide an initial response within twenty-four (24) hours and a Change Request Part B1: Technical and Business Impact Assessment and a Change Request Part B2: Financial Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten (10) Working Days (or, where the complexity of the Change Request is such that the AMS Supplier cannot reasonably be expected to meet these timescales, such other timescales as the Authority may agree) of the date of receiving the Change Request Part A: Initial Request from the Authority provided that if the AMS Supplier requires any clarifications in relation to the Change Request Part A: Initial Request before it can deliver the Change Request Part B1: Technical and Business Impact Assessment and a Change Request Part B2: Financial Impact Assessment, then it will promptly notify the Authority and the time period shall be extended by the time taken by the Authority to provide those clarifications. The Authority shall respond to the request for clarifications as soon as is reasonably practicable and the AMS Supplier shall provide the Authority with sufficient information to enable it to understand fully the nature of the request for clarification.

4. IMPACT ASSESSMENT

- 4.1 Each impact assessment shall be substantially in the form of Appendix 2 to this schedule 8.2 (Change Control Procedure) (Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment), and shall be completed in good faith and shall include (without limitation):
- 4.1.1 details of the proposed Contract Change including the reason for the Contract Change; and

- 4.1.2 details of the impact of the proposed Contract Change on the AMS Services and the AMS Supplier's ability to meet its other obligations under this Agreement and any variation to the terms of this Agreement that will be required as a result of that impact and including without limitation changes to:
- 4.1.2.1 schedule 2.1 (Service Requirements) and schedule 2.2 (Service Performance Management);
 - 4.1.2.2 the Milestones, Transition Plan and any other timetable previously agreed by the parties;
 - 4.1.2.3 any dependencies on the Authority in relation to information on other services provided by Other FITS Suppliers and Other Authority Providers, including all changes required by the proposed Change to the Authority's ICT Environment;
 - 4.1.2.4 other services provided by Other FITS Suppliers and Other Authority Providers, including any changes required by the proposed Change to the Authority's ICT Environment;
 - 4.1.2.5 details of the cost of implementing the proposed Contract Change including any payment profile;
 - 4.1.2.6 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either party and any alteration to the working practices of either party;
 - 4.1.2.7 a timetable for the implementation, together with a detailed proposal for the testing of the Contract Change;
 - 4.1.2.8 a demonstration by the AMS Supplier that the Contract Change provides value for money for the Authority;
 - 4.1.2.9 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law;
 - 4.1.2.10 an analysis of the risks arising from the implementation of the Contract Change and a proposal as to pro-active management of the risks identified by both the Authority and the AMS Supplier;

- 4.1.2.11 such other information as the Authority may reasonably request in (or in response to) the Change Request Part A: Initial Request; and
 - 4.1.2.12 details of the actual or potential impact of the proposed Contract Change on the Master Services Agreement and/or on Other FITS Suppliers' Tower Services Agreements and/or Collaborating Suppliers' Supply Agreements and/or on Exiting Contracts and services and charges under them, to the extent that the SIAM Supplier can reasonably assess them.
- 4.2 If the Contract Change involves the processing or transfer of any Personal Data outside the United Kingdom the preparation of the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment shall also be subject to clauses 43.2.12.2 to 43.2.12.4 to the extent relevant.
- 4.3 Subject to the provisions of paragraph 4.4, the Authority shall review the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment and, within fifteen (15) Working Days (or such other period as the Authority may determine) of receipt, it shall respond to the AMS Supplier in accordance with paragraph 5.
- 4.4 If the Authority is the Receiving Party and the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request Part A: Initial Request and the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment, then within five (5) Working Days (or such other period as agreed by the parties in writing) of receiving the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment, it shall notify the AMS Supplier of this fact and detail the further information that it requires. The AMS Supplier shall then re-issue the relevant impact assessment documents to the Authority within ten (10) Working Days (or, where the complexity of the impact assessment documents is such that the AMS Supplier cannot reasonably be expected to meet these timescales, such other timescales as the Authority may agree) of receiving such notification. At the Authority's discretion, the parties may repeat the process described in this paragraph until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request Part A: Initial Request and Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment.

5. AUTHORITY'S RIGHT OF APPROVAL

5.1 Within fifteen (15) Working Days (or such other period as agreed by the parties in writing) of receiving the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment from the AMS Supplier or within ten (10) Working Days (or such other period as agreed by the parties in writing) of receiving the further information that it may request pursuant to 4.4, the Authority shall evaluate the Change Request Part A: Initial Request and the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment and shall do one of the following:

5.1.1 approve the proposed Contract Change, in which case the parties shall follow the procedure set out in paragraph 5.2 below;

5.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the AMS Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the AMS Supplier or the AMS Services to comply with any Changes in Law. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the AMS Supplier as soon as is reasonably practicable following such rejection;

5.1.3 in the event that it reasonably believes that a Change Request Part A: Initial Request and the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment contains errors or omissions, require the AMS Supplier to modify the document accordingly, in which event the AMS Supplier shall make such modifications within five (5) Working Days (or such other period as agreed by the parties in writing) of such request. Subject to paragraph 4.4 above, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within ten (10) Working Days (or such other period as agreed by the parties in writing).

5.2 If the Authority approves the proposed Contract Change pursuant to paragraph 5.1 and it has not been rejected by the AMS Supplier in accordance with paragraph 6 below, then it shall inform the AMS Supplier and the AMS Supplier shall prepare two copies of a Change Request Part C: Change Authorisation which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Request Part C: Change Authorisation, it shall sign both copies and return one copy to the AMS Supplier. On the

Authority's signature, the Change Request Part C: Change Authorisation shall constitute a binding variation to this Agreement provided that the Change Request Part C: Change Authorisation is signed by:

- 5.2.1 the appropriate person(s) specified in paragraph 8.1 of this schedule 8.2 (Change Control Procedure); and
- 5.2.2 the Authority within ten (10) Working Days (or such other period as agreed by the parties in writing) of receiving the AMS Supplier's signed copy.

6. AMS SUPPLIER'S RIGHT OF APPROVAL

6.1 Following an impact assessment, if the AMS Supplier reasonably believes that any proposed Contract Change which is requested by the Authority:

- 6.1.1 would materially and adversely affect the risks to the health and safety of any person;
- 6.1.2 would require the AMS Services and FITS Services to be performed in a way that infringes any Law or is inconsistent with Good Industry Practice;
- 6.1.3 would cause any consent to be revoked (or a new consent required to implement the relevant Contract Change to be unobtainable); and/or
- 6.1.4 would materially and adversely affect the AMS Supplier's ability to deliver the AMS Services;

then the AMS Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment in accordance with paragraph 3.3.

7. FAST-TRACK CHANGES

7.1 The parties acknowledge that to ensure operational efficiency that there may be circumstances where it is desirable to expedite the processes set out above.

7.2 If the Authority considers that both of the following apply in relation to a proposed Contract Change:

7.2.1 the total number of Contract Changes in relation to which this fast track procedure has been applied does not exceed twenty (20) in any twelve (12) month period (or such higher number as the Authority may from time to time agree in writing with the AMS Supplier, such consent not to be unreasonably withheld or delayed by the AMS Supplier and having regard to such matters as ensuring the operational efficiency of the FITS Programme and the AMS Services and the need to expedite the implementation of the Contract Change in question); and

7.2.2 the value of the proposed Contract Change does not exceed [REDACTED] and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the Authority may require the Contract Change to be treated as a Fast-track Change and the parties shall confirm to each other in writing that they shall use the process set out in paragraphs 2, 3, 4, 5 and 6 above but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days (or such other period as agreed by the parties in writing), any period of ten (10) Working Days is reduced to two (2) Working Days (or such other period as agreed by the parties in writing) and any period of five (5) Working Days is reduced to one Working Day (or, where the complexity of the Contract Change is such that the AMS Supplier cannot reasonably be expected to meet these timescales, such other timescales as the Authority may agree).

7.3 The parameters set out in paragraph 7.2 may be revised from time to time by agreement between the parties in writing.

8. CHANGE AUTHORISATION

8.1 Any proposed Contract Change processed in accordance with paragraphs 1 to 7 of this schedule 8.2 (Change Control Procedure) will not be authorised and the AMS Supplier shall not implement any proposed Contract Change until the Change Request Part C: Change Authorisation is executed in accordance with the Authority's contract change authorisation and sign off procedure, as notified to the Contractor in writing from time to time.

9. COMMUNICATIONS

- 9.1 For any Change Communication to be valid under this schedule 8.2 (Change Control Procedure), it must be sent to either the Authority's Change Manager or the AMS Supplier's Change Manager as appropriate or via any agreed communications protocol.

Appendix 1

Change Control Process Forms

CHANGE REQUEST FORM

**FITS PROGRAMME TOWER SERVICES AGREEMENT
CONTRACT CHANGE CONTROL PROCEDURE
CHANGE REQUEST FORM**

PART A – Initial Request

- The CR Author must complete Part A, except the CR No. (Issued by the SRM Team).
- Subject to Part A being approved, the Change Owner can progress the CR to Part B.

Change Title			
CR No: <i>(issued by SRM Team)</i>		CR Date Issued for Approvals	
Reference to linked CRs <i>(if applicable)</i>		Target Date Change to be Implemented by:	
Change Classification	<input checked="" type="checkbox"/> Standard <input type="checkbox"/> Fast-Track		
Justification for Fast-Track			
CR Author:			
Name of Tower:	<input type="checkbox"/> SIAM <input type="checkbox"/> Datacentres <input type="checkbox"/> Hosting <input type="checkbox"/> WAN/LAN <input type="checkbox"/> VVI Gateways	<input type="checkbox"/> Protective Monitoring <input type="checkbox"/> AMS Lot1 <input type="checkbox"/> EUCS <input type="checkbox"/> Print	
Supplier Commercial Manager: <i>(Name, E-mail and 'Phone)</i>	Name: Email: Phone:		
Authority Commercial Manager: <i>(Name, E-mail and 'Phone)</i>	Name: Email: Phone:		
Supplier Change Lead: <i>(Name, E-mail and 'Phone)</i>	Name: Email: Phone:		
Authority Change Lead: <i>(Name, E-mail and 'Phone)</i>	Name: Email: Phone:		
Attached Documents:			
1.0 Change Background			

2.0 Detailed Description of Change**3.0 Target implementation plan and completion date****4.0 Acceptance Criteria of Proposed Solution****5.0 Stakeholder Engagement**

Identify Authority stakeholders impacted by change.

Tower

- ☐ SIAM
- ☐ Datacentres
- ☐ Hosting
- ☐ Protective Monitoring
- ☐ WAN/LAN
- ☐ VVI Gateways
- ☐ AMS Lot1
- ☐ EUCS
- ☐ Print
- ☐ Other Authority Provider

Cross Tower / Programme

- ☐ Architecture
- ☐ Information Assurance
- ☐ Test
- ☐ Service Design
- ☐ Business Engagement
- ☐ Finance
- ☐ Commercial
- ☐ Exit
- ☐ Transition Delivery
- ☐ Transition Deployment
- ☐ PMO

- ☐ Systems Integration
- ☐ BAU Service Delivery
- ☐ BAU Supplier Management
- ☐ Legal

☐ Other – please state:

6.0 – Contractual Amendments

Identify aspects of **Tower Services Agreement** potentially impacted by change:

Tower Services Agreement Schedules

- | | |
|---|--|
| <input type="checkbox"/> 1. Definitions | <input type="checkbox"/> 6.1 Transition Requirements |
| <input type="checkbox"/> 2.1 Service Requirements | <input type="checkbox"/> 6.2 Works in Progress |
| <input type="checkbox"/> 2.2 Service Performance Management | <input type="checkbox"/> 8.6 Business Continuity |
| <input type="checkbox"/> 2.3 Standards | <input type="checkbox"/> 11. Referenced Documents |
| <input type="checkbox"/> 2.5 Security Management Plan | <input type="checkbox"/> Other – please state: |

Explain how the above identified Tower Service Agreements may potentially be impacted here:

Is the **Master Services Agreement** impacted by this change (No, unless otherwise indicated) ☐

7.0 Impact on Business Stakeholders

Part A Completion (completed by the Authority's Change Manager)

- Part A is reviewed for completeness by the Authority's Change Manager. The Authority's Change Manager may ask the Change Owner to provide additional information before Part A can be completed and the next stage of the change process commenced.

Name of Authority Governance Approval Body:			CR Part B due by (date) (if applicable):		
Part A Version number		Part Document Status A		Part Change Status A	Draft
Supplier Change Lead (if applicable)			Date Part A Completed		
Supplier Commercial Manager (if applicable)			Date Part A Completed		
Authority Change Lead Name			Date Part A Completed		
Authority Commercial Manager			Date Part A Completed		

PART B1 – Supplier Proposal

- All Part B1 and B2 fields must be completed by the supplier, even if the response is either None, or N/A (Not Applicable). This is to provide confirmation that all areas have been considered.

8.0 Solution

8.1 Solution implementation plan and target completion date

9.0 Dependencies**10.0 Implementation Cost****11.0 Service Charges****12.0 Assumptions****13.0 Risks and Issues**

Not applicable.

14.0 Contractual Amendments

Identify aspects of **Tower Services Agreement** impacted by change:

Tower Services Agreement Schedules

- ☐ 3.1 Authority Responsibilities
☐ 3.2 Other Service Tower Responsibilities
☐ 4.1 Hosting Supplier Solution
☐ 4.2 Commercially Sensitive Information
☐ 4.3 Notified Sub-contractors
☐ 5.1 Software
☐ 5.2 License Terms

- ☐ 6.1 Transition Requirements
☐ 6.2 Work In Progress Requirements
☐ 6.3 Transfer of Assets
☐ 7.1 Charging and Invoicing
☐ 7.5 Financial Model
☐ 9.2 Key Personnel
☐ 11 Referenced Documents

Explain how the above identified Tower Service Agreement Schedules are impacted here:

Suppliers are strongly encouraged not to propose contractual amendments outside the scope of the above listed schedules in this Part B, as this would ordinarily not form part of the Supplier response. On an exceptional basis, wider amendments may be proposed if critical to the overall Part B proposal, provided that a clear reason and detailed explanation is given. In addition, Suppliers may submit their own Part A proposals.

15.0 Solution Deliverables**16.0 Impact Assessment Expiry Date****PART B2 – Impact Assessment** (state “Not Applicable” as required)**17.0 Impact on Exit Management****18.0 Impact on Transition Delivery, Deployment and associated Plans****19.0 Impact on Service Design, Service Delivery & Operational Service Levels****20.0 Impact on Architecture****21.0 Impact on Information Assurance**

22.0 Impact on Live Systems or Interfaces**23.0 Impact on Testing****24.0 Impact on Software Licensing**

Name of Governance Approval Body:		CR Part C due by (if applicable):	
Part B Version No. and Date Submitted		Part B Document Status	Part B Change Status
Supplier Change Lead		Date Part B Completed	
Supplier Commercial Manager		Date Part B Completed	
Authority Change Lead		Date Part B Completed	
Authority Commercial Manager		Date Part B Completed	

PART C – Change Authorisation Note

WHEREAS the [Tower] SUPPLIER and the AUTHORITY entered into an Agreement for the provision of [Future IT Sourcing Programme __ Service dated ____ (the "Contract") Contract ID __-ICT-ICT] and now wish to amend that Contract.

Words and phrases used in this Contract Authorisation Note will have the exact wording required for inclusion into the Contract. The Contract, including any previous Contract Authorisation Note, shall remain effective and unaltered except as amended by this Contract Authorisation Note. Any capitalised terms in this Contract Authorisation Note shall bear the meaning given in the Contract, unless the context requires otherwise.

The [Tower] Supplier and the Authority hereby acknowledge that this Change Authorisation Note shall, once signed by the [Tower] Supplier and the Authority, constitute a binding variation to the Contract.

Part C Version number		Part C Document Status		Part C Change Status	
------------------------------	--	-------------------------------	--	-----------------------------	--

Authority and Supplier Approval**Insert details of Change Requirements from Part A and the Solution from Part B here:**

[Copy & paste relevant content from Part A and Part B into this section]

Signed for and on behalf of the [Tower] SUPPLIER:

By:

Name:

Title:

Date:

Signed for and on behalf of the AUTHORITY:

By:

Name:

Title:

Date:

End of schedule



Ministry of
JUSTICE

Application Maintenance and Support (AMS) Services

Schedule 8.3: Dispute Resolution Procedure

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	5 August 2020		First draft. Based on AMS1 award version. Removal of "Lot 1".
1.0	11 August 2020		Added in 'End of schedule' final page. Final version.

TABLE OF CONTENTS

1. INTRODUCTION 4

1. INTRODUCTION

All Disputes will be dealt with under part B (Escalation and Dispute Procedures) of schedule 3 (Governance) of the Master Services Agreement, with appropriate changes for interpretation and with references to escalation being treated as referring to the various governance dispute escalation levels in schedule 8.1 (Governance) of this Agreement and/or schedule 3 of the Master Services Agreement, as applicable.

End of schedule



Ministry of
JUSTICE

Application Maintenance and Support (AMS) Services

Schedule 8.4: Records Provisions

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	27 July 2020		First draft. Based on AMS1 award version. Removal of “Lot 1”.
1.0	11 August 2020		Final version

TABLE OF CONTENTS

1. INTRODUCTION 4

2. REPORTS 4

3. RECORDS 4

APPENDIX 7

1. INTRODUCTION

1.1 The objective of this schedule 8.4 (Records Provision) is to set out the requirements for:

- 1.1.1 the retention of proper records of processes and decisions taken relating to the performance and management of the Agreement; and
- 1.1.2 the detail and nature of the reports that the Authority may require the AMS Supplier to provide, including the timing and process for making such reports.

2. REPORTS

2.1 Any or all of the following reports may be required from the AMS Supplier who shall provide such reports in accordance with the timings specified in this Agreement, and if no timing is specified, in the time reasonably requested by the Authority:

- 2.1.1 delay reports;
- 2.1.2 test reports;
- 2.1.3 Management Information reports;
- 2.1.4 annual report on the Insurances;
- 2.1.5 security reports; and
- 2.1.6 Force Majeure Event reports.

3. RECORDS

3.1 The AMS Supplier shall retain and maintain all the records (including superseded records) referred to in the Appendix to this schedule 8.4 (Records Provisions):

- 3.1.1 in accordance with the requirements of the National Archives and Good Industry Practice;
- 3.1.2 in chronological order;
- 3.1.3 in a form that is capable of audit; and
- 3.1.4 at its own expense,

and the AMS Supplier shall make these records available for inspection to the Authority on request subject to the Authority giving reasonable notice.

- 3.2 Wherever practical, original records shall be retained and maintained in hard copy form. True copies of the original records may be kept by the AMS Supplier where it is not practicable to retain original records.
- 3.3 The AMS Supplier shall, from the Effective Date and during the Term and for a period of at least seven (7) years following the expiry or termination of this Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the AMS Services and the FITS Services including but not limited to all records (whether in electronic format or otherwise) referred to in the Appendix to this schedule 8.4 (Records Provisions).
- 3.4 Financial records referred to in the Appendix shall be retained and maintained in safe storage by the AMS Supplier for a period of at least six (6) years after the expiry or termination of this Agreement.
- 3.5 Without prejudice to the foregoing, the AMS Supplier shall provide the Authority:
- 3.5.1 as soon as they are available, and in any event within sixty (60) Working Days after the end of the first six (6) months of each financial year of the Agreement during the Term, a copy, certified as a true copy by an Authorised Representative of the AMS Supplier, of its un-audited interim accounts and, if appropriate, of consolidated un-audited interim accounts of the AMS Supplier, its subsidiaries and holding company (if any and as such terms are defined by section 1159 Companies Act 2006) which would (if the AMS Supplier were listed on the London Stock Exchange whether or not it is) be required to be sent to shareholders as at the end of and for each such six (6) month period; and
- 3.5.2 as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the AMS Supplier, but not later than one hundred and thirty (130) Working Days after the end of each accounting reference period of the AMS Supplier part or all of which falls during the Term, the AMS Supplier's audited accounts and if appropriate, the consolidated audited accounts of the AMS Supplier and its associated companies (if any) in respect of that period, prepared in accordance with the Companies Act 2006 and generally accepted accounting principles and bases

in the UK, consistently applied together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

APPENDIX**Records to be kept by the AMS Supplier**

1. In accordance with the provisions of paragraph 3 of this schedule 8.4 (Records Provisions) the AMS Supplier shall maintain the following records:
 - 1.1 this Agreement, its schedules and all amendments to such documents;
 - 1.2 all other documents which this Agreement expressly requires to be prepared;
 - 1.3 records relating to the appointment and succession of the AMS Supplier Representative and each member of the Key Personnel;
 - 1.4 notices, reports and other documentation relating to the AMS Services and the FITS Services submitted by an expert;
 - 1.5 all operation and maintenance manuals prepared by the AMS Supplier for the purpose of maintaining the provision of the AMS Services and the FITS Services and the underlying ICT Environment and AMS Supplier Equipment;
 - 1.6 documents prepared by the AMS Supplier or received by the AMS Supplier from a third party relating to a Force Majeure Event;
 - 1.7 all formal notices, reports or submissions made by the AMS Supplier to the Authority Representative in connection with the provision of the AMS Services and the FITS Services and/or pursuant to the Master Services Agreement;
 - 1.8 all certificates, licences, registrations or warranties in each case obtained by the AMS Supplier in relation to the provision of the AMS Services and the FITS Services;
 - 1.9 documents prepared by the AMS Supplier in support of claims for the Charges;
 - 1.10 documents submitted by the AMS Supplier pursuant to and/or in accordance with the Change Control Procedure and/or any documents submitted by the AMS Supplier in respect of changes to the Master Services Agreement;
 - 1.11 documents submitted by the AMS Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure or any disputes under the Master Services Agreement;
 - 1.12 documents evidencing any change in ownership or any interest in any or all of the shares in the AMS Supplier and/or the Guarantor;

- 1.13 invoices and records related to VAT sought to be recovered by the AMS Supplier;
- 1.14 financial records, including audited and un-audited accounts of the Guarantor and the AMS Supplier;
- 1.15 records relating to the AMS Services and the FITS Services required to be retained by the AMS Supplier by Law, including in relation to health and safety matters and health and safety files and all consents;
- 1.16 all documents relating to the Insurances and any claims made in respect of them;
- 1.17 all other records, notices or certificates required to be produced and/or maintained by the AMS Supplier pursuant to this Agreement and/or the Master Services Agreement and/or in respect of the AMS Services and/or the FITS Services; and
- 1.18 all journals and audit trail data referred to in schedule 2.5 (Security Management Plan).

End of schedule



Ministry of
JUSTICE

Application Maintenance and Support (AMS) Services

Schedule 8.5: Exit Management

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	5 August 2020		First draft. Based on conformed version. Removal of “Lot 1”.
0.2	17 August 2020		Accepting previous tracked changes. Updating draft.
1.0	18 August 2020		Previous tracked changes accepted. Final version.

TABLE OF CONTENTS

1.	OVERVIEW	4
2.	CONTRACT LIFE OBLIGATIONS.....	5
3.	OBLIGATIONS TO ASSIST ON RE-TENDERING OF AMS SERVICES.....	6
4.	EXIT PLAN	8
5.	TERMINATION SERVICES.....	10
6.	KNOWLEDGE TRANSFER.....	17
7.	ASSETS, SUB-CONTRACTS AND SOFTWARE	19
8.	AMS SUPPLIER PERSONNEL	21
9.	CHARGES AND APPORTIONMENTS	22

1. OVERVIEW

- 1.1 The AMS Supplier is required to ensure the orderly transition of the AMS Services from the AMS Supplier to the Authority and/or any Replacement AMS Supplier(s) in the event of termination (including partial termination) or expiry of this Agreement.
- 1.2 The Parties acknowledge that this Agreement is intended to facilitate the planned phased cessation of the AMS Services over the Term of this Agreement as:
- 1.2.1 the Business Applications are retired or replaced by new applications; and/or
 - 1.2.2 maintenance and support of Business Applications are transitioned to Replacement AMS Supplier(s) and/or the Authority (as applicable).
- 1.3 This schedule 8.5 (Exit Management) sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition and which shall form the basis of the Exit Plan. For the avoidance of doubt, the AMS Supplier shall be responsible for the overall management of the exit and service transfer arrangements.
- 1.4 In accordance with clause 57.3.2, any Partial Termination shall be implemented in accordance with the Change Control Procedure. The following provisions in this schedule 8.5 (Exit Management) shall apply upon Partial Termination of the AMS Services and to the extent applicable to the part (or parts) of the AMS Services being terminated:
- 1.4.1 Paragraph 1 (Overview);
 - 1.4.2 Paragraphs 2.5 and 2.6;
 - 1.4.3 Paragraph 3 (Obligations to Assist on Re-tendering of AMS Services);
 - 1.4.4 Paragraph 4 (Exit Plan);
 - 1.4.5 Paragraphs 5.7, 5.14 (Termination Services), 5.15 and 5.16;
 - 1.4.6 Paragraph 7 (Assets, Sub-Contracts and Software);
 - 1.4.7 Paragraph 8 (AMS Supplier Personnel);
 - 1.4.8 Paragraph 9.1 and 9.3; and

1.4.9 Appendix 1.

2. **CONTRACT LIFE OBLIGATIONS**

2.1 From the Effective Date and during the Term the AMS Supplier will:

2.1.1 maintain a register of all of the Assets, detailing their ownership and status as either Exclusive Assets or Non-Exclusive Assets and the capital costs which have yet to be recovered under the rules in the AMS Supplier's Financial Model of such Assets, and detailing all Sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the AMS Services;

2.1.2 maintain a document detailing the technical infrastructure through which the AMS Supplier provides the AMS Services. This document should be of sufficient detail to permit the Authority and/or Replacement AMS Supplier(s) to understand how the AMS Supplier provides the AMS Services and to enable the smooth transition of the AMS Services with the minimum of disruption and shall include clear and unequivocal statements in relation to the ownership of Assets, including IPRs;

2.1.3 maintain a register of all Authority Data contained in any applicable System Management Tools, as set out in schedule 2 (System Management Tools) of the Master Services Agreement as well as any Databases; and

2.1.4 where the AMS Supplier is holding Authority Data on its own systems and providing updates to the System Management Tools, the AMS Supplier shall maintain a register of all Authority Data contained in its own systems,

(collectively the "**Registers**"). The AMS Supplier shall maintain the Registers in such format as is agreed between the parties and shall update the Registers from time to time and in particular in the event that Assets, Sub-contracts or other relevant agreements are added to or removed from the AMS Services.

2.2 The AMS Supplier shall ensure that all Exclusive Assets listed in the Registers, which shall include the [REDACTED] development and test environment funded by the Authority under the Exiting Contract and the Hardware Assets, are clearly marked to identify that they are exclusively used for the provision of the AMS Services under this Agreement.

- 2.3 The AMS Supplier shall (unless otherwise agreed by the Authority in writing) procure that all Sub-contracts and other agreements with third parties, which are necessary to enable the Authority and/or any Replacement AMS Supplier(s) to perform the AMS Services in accordance with this Agreement or the Replacement AMS Services, shall be assignable and/or capable of novation at the request of the Authority to the Authority (and/or its nominee) and/or any Replacement AMS Supplier(s) upon the AMS Supplier ceasing to provide the AMS Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Authority.
- 2.4 Where the AMS Supplier is unable to procure that any Sub-contract or other agreement referred to in paragraph 2.3 above which the AMS Supplier proposes to enter into after the Effective Date is assignable and/or capable of novation to the Authority (and/or its nominee) and/or any Replacement AMS Supplier(s) without restriction or payment, the AMS Supplier shall promptly notify the Authority of this and the parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Authority so directs, may include the AMS Supplier seeking an alternative Sub-contractor, to be agreed with the Authority.
- 2.5 Each party will appoint an Exit Manager and provide written notification of such appointment to the other party within three (3) months of the Effective Date. The AMS Supplier's Exit Manager will be responsible for ensuring that the AMS Supplier and its employees, agents and Sub-contractors comply with this schedule 8.5 (Exit Management). The AMS Supplier will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the AMS Supplier as are reasonably necessary to enable the AMS Supplier to comply with the requirements set out in this schedule 8.5 (Exit Management). The parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this schedule 8.5 (Exit Management) and each party's compliance with it.
- 2.6 The AMS Supplier will ensure that any requests made by the Authority for the provision of Authority Data or Registers are met in accordance with the provisions set out in clause 42.3.

3. **OBLIGATIONS TO ASSIST ON RE-TENDERING OF AMS SERVICES**

- 3.1 Within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties, the AMS Supplier shall, at no additional cost to the Authority, provide to the Authority and/or (subject to the potential Replacement AMS Supplier(s) entering into reasonable written confidentiality undertakings) to potential Replacement AMS Supplier(s), the following material, information and assistance in order to facilitate the preparation by the Authority of any

invitation to tender and/or to facilitate any potential Replacement AMS Supplier(s) undertaking due diligence:

- 3.1.1 details of the AMS Services including, without limitation, information, manuals and data in the possession or control of the AMS Supplier and/or its Sub-contractors which relate to the performance, monitoring, management and reporting of the AMS Services, current and historic service and performance levels, service interfaces, design documentation (functional and technical design specifications), and service descriptions;
- 3.1.2 details of the Assets (including make, model, asset number, ownership and hardware specifications) and of the unrecovered capital costs of such Assets and details of their condition and physical location;
- 3.1.3 details of and information relating to the use and ownership of the Assets (including technical specifications);
- 3.1.4 an inventory of Authority Data in the AMS Supplier's possession or control;
- 3.1.5 a copy of the Registers, updated by the AMS Supplier up to the date of delivery of such Registers;
- 3.1.6 all information relating to Subsequent Transferring Employees required to be provided by the AMS Supplier under this Agreement, including but not limited to staff numbers, roles, locations and a mapping of staff to the AMS Services provided;
- 3.1.7 any other information required to be provided by the Supplier in connection with a Subsequent Relevant Transfer under schedule 9.1 (Staff Transfers);
- 3.1.8 provision of assistance as required by the Authority to populate information relating to AMS Services in the Authority's service knowledge repository to be accessed by potential Replacement AMS Supplier(s) during the re-tender process;
- 3.1.9 provision of assistance as required by the Authority in answering questions from potential Replacement AMS Supplier(s);
- 3.1.10 details of third party contracts (including a copy of the contract with appropriate redactions as agreed by the parties such agreement not to be unreasonably withheld or

delayed, name of the supplier, contact details, start and end dates, termination provisions, novation provisions and details of any IPR restrictions) and licences (including licence type, licence expiry details, version, support arrangements), Sub-contracts and other contractual matters (including equipment leases, maintenance and support agreements) utilised by the AMS Supplier in support of the AMS Services (or that element of the AMS Services that is subject of the Termination Assistance Notice); and

3.1.11 such other assistance and information as the Authority may reasonably request in connection with any re-tendering process.

3.2 In the event that the AMS Supplier fails to meet its obligations under paragraph 3.1 and without prejudice to any other rights or remedies arising as a result of such failure, the Authority, potential Replacement AMS Supplier(s) or any Advisors appointed by the Authority shall be granted unfettered access to the Authority Data and shall be entitled to gather any such Authority Data as may reasonably be required to meet the obligations set out in paragraph 3.1. Any additional costs incurred by the Authority and/or Replacement AMS Supplier(s) shall be recoverable by the Authority from the AMS Supplier.

4. **EXIT PLAN**

4.1 The AMS Supplier shall submit an Exit Plan to the Authority for Approval within nine (9) months after the Effective Date, which sets out the AMS Supplier's proposed methodology for achieving an orderly transition of AMS Services from the AMS Supplier to the Authority and/or its Replacement AMS Supplier(s) on the expiry or termination or partial termination of this Agreement and which complies with the requirements set out in paragraph 4.2 below.

4.2 The Exit Plan will contain, as a minimum:

4.2.1 separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the AMS Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the AMS Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the AMS Services;

- 4.2.2 the management structure to be employed during both transfer and cessation of the AMS Services in an Ordinary Exit and an Emergency Exit;
- 4.2.3 a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
- 4.2.4 a detailed description of how the AMS Services will transfer to the Replacement AMS Supplier(s) and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the AMS Supplier or its Sub-contractors (where applicable);
- 4.2.5 the scope of the Termination Services that may be required for the benefit of the Authority (including such of the services set out in paragraph 5.15 below as are applicable) and any charges that would be payable for the provision of such Termination Services, including a list of pricing assumptions that may be applicable in relation to the termination and/or change to existing AMS Services, (calculated in accordance with the Man Day included in the "Project Rate Card" forming part of the Financial Model and charging methodology set out in schedule 7.1 (Charging and Invoicing)) and having regard for the principles set out in appendix 1 to this schedule, and detail how such services would be provided (if required), during the Termination Assistance Period;
- 4.2.6 the procedures to deal with requests made by the Authority and/or a Replacement AMS Supplier for staffing information pursuant to schedule 9.1 (Staff Transfers);
- 4.2.7 procedures to address each of the issues set out in this schedule 8.5 (Exit Management) to facilitate the transition of the AMS Services from the AMS Supplier to the Replacement AMS Supplier(s) and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the AMS Services during the Termination Assistance Period;
- 4.2.8 a timetable and identify critical issues for providing the Termination Services;
- 4.2.9 the management structure to be put in place and employed during the Termination Assistance Period;

- 4.2.10 detailed descriptions of where Sub-contractors support the delivery of the AMS Services and how these Sub-contractors may be impacted by or required to support the Termination Services; and
- 4.2.11 where a phased cessation of the AMS Services is contemplated:
 - 4.2.11.1 proposals that set out the steps the parties can take to minimise any Termination Payment or other exit and migration payments, and
 - 4.2.11.2 the steps that the parties can take to maximise the reductions to the Service Charges which may for example include proposals on which Business Applications can be removed/transitioned together.
- 4.3 The AMS Supplier will review and (if appropriate) update the Exit Plan in the first month of each Contract Year (commencing with the second Contract Year) to reflect changes in the AMS Services. Such update shall include any proposed revision to the charges for Termination Services provided under paragraph 4.2.5 and clearly identify where proposed changes to the charges have been driven by movements in the pricing assumptions or the introduction of Future Services. Following such update the AMS Supplier will submit the revised Exit Plan to the Authority for review. Within thirty (30) days following submission of the revised Exit Plan, the parties shall meet and agree the contents of the revised Exit Plan, based on the principles set out in this schedule 8.5 (Exit Management) and the changes that have occurred in the AMS Services since the Exit Plan was last agreed. If the parties are unable to agree the contents of the revised Exit Plan within that thirty (30) day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5. TERMINATION SERVICES

General

- 5.1 During the Termination Assistance Period or such shorter period as the Authority may require, the AMS Supplier will continue to provide the AMS Services (as applicable) and will, at the request of the Authority pursuant to paragraph 5.10, provide the Termination Services.
- 5.2 The reasonable costs of providing the Termination Services shall be as agreed between the parties not less than six months prior to the end of the Term or within one month of the service of a Termination Notice, having regard for the estimate provided as part of the Exit Plan pursuant to paragraph 4.2.5 and the principles set out in appendix 1 to this schedule.

- 5.3 During the Termination Assistance Period, the AMS Supplier will, in addition to providing the AMS Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Replacement AMS Services to continue without interruption following the termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the AMS Services to the Authority and/or its Replacement AMS Supplier(s). The AMS Supplier will use all reasonable endeavours to reallocate resources to provide this assistance without additional costs. However if this is not possible any additional costs incurred by the AMS Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan will be subject to the Change Control Procedure, discussion and agreement (which will not be unreasonably withheld or delayed by either party).
- 5.4 The Termination Services will be provided at no detriment to the Service Levels in accordance with schedule 2.2 (Service Performance Management), save to the extent that the parties agree otherwise in accordance with paragraph 5.5.
- 5.5 Where the AMS Supplier demonstrates to the Authority's reasonable satisfaction that transition of the AMS Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the AMS Supplier's ability to meet a particular Service Level, the parties may agree in writing to vary the relevant Service Level and/or the applicable Service Credits to take account of such adverse effect.
- 5.6 Not used.
- 5.7 The parties acknowledge that during the Term of this Agreement the migration of the AMS Services from the AMS Supplier to the Authority and/or its Replacement AMS Supplier(s) may be phased, and the retirement and/or replacement of certain Business Applications may be phased, such that certain of the AMS Services are handed over before others. The parties agree that the phased removal of Business Applications from the scope of the AMS Services shall be handled in accordance with the Change Control Procedure to establish and agree any decommissioning and data migration requirements, and to confirm the reductions to the Service Charges.
- 5.8 Within thirty (30) days after service of notice of termination by either party or not more than seven (7) and no less than six (6) months prior to the expiry of this Agreement, the AMS Supplier will submit for the Authority's Approval the Exit Plan in a final form that could be implemented immediately.

- 5.9 Until the agreement of the final form Exit Plan, the AMS Supplier will provide the Termination Services in accordance with the principles set out in this schedule 8.5 (Exit Management) and the last approved version of the Exit Plan (insofar as this still applies).

Notification of Requirements for Termination Services

- 5.10 The Authority shall be entitled to require the provision of Termination Services by notifying the AMS Supplier in writing ("Termination Assistance Notice") at least four (4) months prior to the date of termination or expiry of this Agreement or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either party of any notice to terminate. The Termination Assistance Notice shall specify:

5.10.1 the date from which Termination Services are required which shall be no earlier than twelve (12) months prior to expiry of this Agreement or from the service by either party of any notice to terminate, as the case may be;

5.10.2 the nature of the Termination Services required, if any; and

5.10.3 the period during which it is anticipated that Termination Services will be required which shall continue no longer than twelve (12) months after the date that the AMS Supplier ceases to provide the AMS Services.

- 5.11 The Authority shall have an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that any such extension shall not extend the Termination Assistance Period beyond the twelve (12) month stipulated at paragraph 5.10.3 above. The Authority shall notify the AMS Supplier of its intention to extend the Termination Assistance Period no later than twenty (20) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire. The Authority shall have the right to terminate its requirement for Termination Services at any time by serving not less than twenty (20) Working Days' written notice upon the AMS Supplier to such effect.

Termination Obligations

- 5.12 The AMS Supplier shall comply with all of its obligations contained in the Exit Plan and in schedule 9.1 (Staff Transfers). The AMS Supplier shall also notify the Sub-contractors of procedures to be followed during the Termination Assistance Period and provide management to ensure these procedures are followed.

5.13 At the end of the Termination Assistance Period (or earlier if this does not adversely affect the AMS Supplier's performance of the AMS Services and the Termination Services and its compliance with the other provisions of this schedule 8.5 (Exit Management)) the AMS Supplier shall:

5.13.1 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period any software containing the Specially Written Software and all Authority Data;

5.13.2 ensure that it has complied with all contractual and legal obligations relating to information security are maintained and that NCSC standards providing for the decommissioning of data systems are applied as per <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>;

5.13.3 confirm in writing to the Authority that it has complied with paragraphs 5.13.1 to 5.13.3 inclusive;

5.13.4 return to the Authority such of the following as is in the AMS Supplier's possession or control:

5.13.4.1 all copies of the Authority Software and any other software licensed by the Authority to the AMS Supplier under this Agreement;

5.13.4.2 all materials created by the AMS Supplier under this Agreement, the IPRs in which are owned by the Authority;

5.13.4.3 any parts of the ICT Environment and any other equipment or assets (including the Hardware Assets) which belong to the Authority; and

5.13.4.4 any items that have been on-charged to the Authority, such as consumables; and

5.13.5 vacate any Authority Premises,

and each party will return to the other party all Confidential Information of the other party and will certify that it does not retain the other party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the party in question for the purposes of providing or receiving any AMS Services or Termination Services.

- 5.14 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the AMS Supplier in relation to the AMS Services shall be terminated with effect from the end of the Termination Assistance Period.

Scope of the Termination Services

- 5.15 The Termination Services to be provided by the AMS Supplier shall include (without limitation) such of the following services as the Authority may specify:

- 5.15.1 ceasing all non-critical Software changes (as defined from time to time by the Authority), unless otherwise agreed with the Authority;
- 5.15.2 not used;
- 5.15.3 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or Replacement AMS Supplier(s) after the end of the Termination Assistance Period;
- 5.15.4 delivering within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties, to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the twelve (12) month period immediately prior to the commencement of the Termination Services;
- 5.15.5 providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Termination Services;
- 5.15.6 with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status (including plans, risks, issues and current progress) and stabilising such work in progress for continuity during transition;
- 5.15.7 providing the Authority within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties, with any problem logs which have not previously been provided to the Authority, including any unresolved incidents and known errors which are likely to remain unresolved at the end of the Termination Assistance Period;

- 5.15.8 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the AMS Services and re-writing and implementing these during and for a period of twelve (12) months after the Termination Assistance Period;
- 5.15.9 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the AMS Services and re-writing and implementing these such that they are appropriate for the continuation of the Replacement AMS Services after the Termination Assistance Period;
- 5.15.10 reviewing all Software libraries used in connection with the AMS Services and providing details of these to the Authority and/or its Replacement AMS Supplier(s) within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties;
- 5.15.11 making available to the Authority and/or the Replacement AMS Supplier(s) expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry. A documented plan is to be separately provided for this activity and agreed with the Authority at the time of termination or expiry;
- 5.15.12 assisting in establishing naming conventions for the new production site;
- 5.15.13 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties;
- 5.15.14 generating a computer listing of the Source Code of all Software where the Authority is entitled to such Source Code details under this Agreement or the Master Services Agreement, in a form and on media reasonably requested by the Authority;
- 5.15.15 agreeing with the Authority a handover plan for all of the AMS Supplier's responsibilities as set out in the Security Management Plan. The AMS Supplier will co-operate fully in the execution of the Security Management Plan, providing related skills and expertise in accordance with Good Industry Practice;

- 5.15.16 delivering copies of the production databases (with content listings) to the Authority's and/or the Replacement AMS Supplier's operations staff (on appropriate media) within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties;
- 5.15.17 assisting with the loading, testing and implementation of the production databases;
- 5.15.18 not used;
- 5.15.19 in respect of the maintenance and support of the AMS Supplier ICT Environment, providing historical performance data for the twelve (12) month period immediately prior to the commencement of the Termination Services within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties;
- 5.15.20 assisting in the execution of a parallel operation of the maintenance and support of the AMS Supplier ICT Environment until the end of the Termination Assistance Period or as otherwise specified by the Authority (provided that these services end on a date no later than the end of the Termination Assistance Period);
- 5.15.21 not used;
- 5.15.22 answering all relevant questions from the Authority and/or its Replacement AMS Supplier(s) regarding the AMS Services within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties;
- 5.15.23 agreeing with the Authority and/or the Replacement AMS Supplier(s) a plan for the migration of the Authority Database to the Authority and/or the Replacement AMS Supplier(s). The AMS Supplier will fully co-operate in the execution of the agreed plan, providing skills and expertise of a reasonably acceptable standard;
- 5.15.24 the provision of access within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties, for the Authority and/or the Replacement AMS Supplier(s) during the Termination Assistance Period and for a period not exceeding six (6) months afterwards for the purpose of the smooth transfer of the AMS Services to the Authority and/or the Replacement AMS Supplier(s);

- 5.15.24.1 to information and documentation relating to the AMS Services that is in the possession or control of the AMS Supplier or its Sub-contractors (and the AMS Supplier agrees and shall procure that its Sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - 5.15.24.2 following reasonable notice and during the AMS Supplier's normal business hours, to members of the AMS Supplier Personnel who have been involved in the provision or management of the AMS Services and who are still employed or engaged by the AMS Supplier or its Sub-contractors; and
 - 5.15.25 not used; and
 - 5.15.26 providing to the Authority an up-to-date Business Process Manual.
- 5.16 In the event that the AMS Supplier fails to meet its obligations under paragraphs 5.6, 5.15.4, 5.15.7, 5.15.10, 5.15.13, 5.15.16, 5.15.19, 5.15.22 or 5.15.24 and without prejudice to any other rights or remedies that may arise as a result of such failure, the Authority, potential Replacement AMS Supplier(s) or any Advisors appointed by the Authority shall be granted unfettered access to the Authority Data and shall be entitled to gather any such Authority Data as may reasonably be required to meet the obligations set out in these paragraphs. Any additional costs incurred by the Authority and/or Replacement AMS Supplier(s) shall be recoverable by the Authority from the AMS Supplier.

Disputes Relating to Termination

- 5.17 Where there is any dispute between the parties regarding the manner in which the Termination Services are to be performed, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.
6. **KNOWLEDGE TRANSFER**
- 6.1 During the Termination Assistance Period, the AMS Supplier shall:
- 6.1.1 transfer all training material and provide appropriate training to those Authority and/or Replacement AMS Supplier staff responsible for internal training in connection with the provision of the AMS Services;

- 6.1.2 provide for transfer to the Authority and/or the Replacement AMS Supplier(s) of all knowledge reasonably required for the provision of the AMS Services which may, as appropriate, include information, records and documents; and
 - 6.1.3 provide the Authority and/or Replacement AMS Supplier(s) with access to such members of the AMS Supplier's or its Sub-contractors' personnel as have been involved in the design, development, provision or management of the AMS Services and who are still employed or engaged by the AMS Supplier or its Sub-contractors.
- 6.2 To facilitate the transfer of knowledge from the AMS Supplier to the Authority and/or its Replacement AMS Supplier(s), the AMS Supplier shall provide a detailed explanation of the procedures and operations used to provide the AMS Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement AMS Supplier(s).
- 6.3 The information which the AMS Supplier shall provide to the Authority and/or its Replacement AMS Supplier(s) pursuant to paragraph 6.1 above will include:
 - 6.3.1 copies of up-to-date procedures and operations manuals;
 - 6.3.2 product information;
 - 6.3.3 agreements with third party suppliers of goods and services which are to be transferred to the Authority or the Replacement AMS Supplier(s);
 - 6.3.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority or the Replacement AMS Supplier(s) pursuant to this schedule 8.5 (Exit Management);
 - 6.3.5 information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
 - 6.3.6 details of physical and logical security processes and tools which will be available to the Authority;

- 6.3.7 all test products and test data, along with specifications, configuration details and associated procedures for all Test Assets (including but not limited to Test Environments and test tools) and their associated repositories; and
 - 6.3.8 any relevant interface information.
- 6.4 During the Termination Assistance Period the AMS Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement AMS Supplier(s) and/or the Authority access, during business hours and upon five (5) Working Days written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
 - 6.4.1 any such agent or personnel (including employees, consultants and Suppliers) of the Replacement AMS Supplier having access to any Sites under this paragraph shall sign a confidentiality undertaking in favour of the AMS Supplier (in such form as the AMS Supplier shall reasonably require); and
 - 6.4.2 the Authority and/or the Replacement AMS Supplier(s) shall pay the reasonable, proven and proper costs of the AMS Supplier incurred in facilitating such access.
- 7. **ASSETS, SUB-CONTRACTS AND SOFTWARE**
- 7.1 Following notice of termination of this Agreement and during the Termination Assistance Period, the AMS Supplier will not, without the Authority's prior written consent:
 - 7.1.1 terminate, enter into or vary any Sub-contract;
 - 7.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or
 - 7.1.3 terminate, enter into or vary any licence for software in connection with the AMS Services.
- 7.2 Within thirty (30) days of receipt of the up-to-date Registers provided by the AMS Supplier, the Authority will provide written notice to the AMS Supplier setting out:
 - 7.2.1 which Assets the Authority requires to be transferred to the Authority and/or its Replacement AMS Supplier(s); and

- 7.2.2 which Sub-contracts and other agreements specified in paragraph 2.3 above the Authority requires to be assigned or novated to the Authority and/or its Replacement AMS Supplier(s) (the "**Transferring Out Third Party Agreements**"),
- in order for the Authority and/or its Replacement AMS Supplier(s) to provide the AMS Services at the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement AMS Supplier(s), the AMS Supplier will provide all reasonable assistance to the Authority and/or its Replacement AMS Supplier(s) to enable it to determine which Assets and Transferring Out Third Party Agreements the Authority and/or its Replacement AMS Supplier(s) requires in order to provide the Replacement AMS Services.
- 7.3 With effect from the expiry of the Termination Assistance Period, the AMS Supplier shall assign to the Authority (and/or its nominated Replacement AMS Supplier(s)), free from all liens, charges, options, encumbrances and third party rights, title to and all rights and interests in those Exclusive Assets identified by the Authority pursuant to paragraph 7.2. Except for any Assets which were Transferring In Assets (in respect of which paragraph 7.5 shall apply), such Exclusive Assets will be acquired by the Authority for a sum that shall be calculated in accordance with paragraph 4 of schedule 7.2 (Payments on Termination).
- 7.4 Except for any Assets which were Transferring In Assets (in respect of which paragraph 7.5 shall apply), in respect of any Non-Exclusive Assets that the Authority has identified pursuant to paragraph 7.2, the AMS Supplier will either (at the Authority's option and in its absolute discretion):
- 7.4.1 sell such Non-Exclusive Assets to the Authority and/or its Replacement AMS Supplier(s) for a sum equal to capital costs in relation to such Non-Exclusive Assets for a sum that shall be calculated in accordance with paragraph 4 of schedule 7.2 (Payments on Termination); or
- 7.4.2 procure for the Authority and/or its Replacement AMS Supplier(s) the use, rental or licensing of such Non-Exclusive Assets (as appropriate) in each case for such period of time and on such commercial and other terms as may be agreed between the parties (such agreement not to be unreasonably withheld or delayed and taking due account of any Termination Payment in relation to the Non-Exclusive Assets).
- 7.5 Notwithstanding anything to the contrary in this schedule 8.5 (Exit Management), where Assets which were Transferring In Assets are acquired under paragraph 7.3 or 7.4, the consideration for

them shall be [REDACTED]

7.6 The AMS Supplier shall assign or procure the novation to the Authority of the Transferring Out Third Party Agreements. The AMS Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment. The parties acknowledge that any assignment or novation to the Authority shall be by way of a separate agreement which shall include appropriate indemnities between the parties relating to any loss, liability and cost arising out of any claims made by a counter party to such agreement in relation to and matters arising either prior to or after the date of such assignment or novation.

7.7 The Authority shall:

7.7.1 accept assignments from the AMS Supplier or join with the AMS Supplier in procuring a novation of each Transferring Out Third Party Agreement; and

7.7.2 once a Transferring Out Third Party Agreement is novated or assigned to the Authority and/or the Replacement AMS Supplier(s), carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Out Third Party Agreement and exercise its rights arising under that Transferring Out Third Party Agreement or, as applicable, procure that a Replacement AMS Supplier(s) does the same.

7.8 The AMS Supplier shall hold any Transferring Out Third Party Agreements on trust for the Authority until such time as the transfer of the contract to the Authority and/or the Replacement AMS Supplier(s) has been effected.

8. **AMS SUPPLIER PERSONNEL**

8.1 The Authority and AMS Supplier agree and acknowledge that in the event of the AMS Supplier ceasing to provide the AMS Services or part of them for any reason, schedule 9.1 (Staff Transfer) will apply.

8.2 The AMS Supplier will not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the AMS Services from transferring their employment to the Authority and/or its Replacement AMS Supplier(s).

- 8.3 During the Termination Assistance Period, the AMS Supplier will give the Authority and/or its Replacement AMS Supplier(s) reasonable access to the AMS Supplier's personnel to present the case for transferring their employment to the Authority and/or its Replacement AMS Supplier(s).
- 8.4 The AMS Supplier will immediately notify the Authority or, at the direction of the Authority, the Replacement AMS Supplier(s) of any period of notice given by the AMS Supplier or received from any person referred to in the staffing information, regardless of when such notice takes effect.
- 8.5 The AMS Supplier will not re-employ or re-engage or entice any employees, Suppliers or Sub-contractors whose employment or engagement is transferred to the Authority and/or its Replacement AMS Supplier(s) for a period of twelve (12) months from the date of transfer.

9. CHARGES AND APPORTIONMENTS

- 9.1 During the Termination Assistance Period (or for such shorter period as the Authority may require the AMS Supplier to provide the Termination Services), the Authority shall pay the Charges to the AMS Supplier in respect of the Termination Services, such Charges to be calculated in accordance with the previously agreed Exit Plan, any movements in pricing assumptions and the principles set out in schedule 7.1 (Charging & Invoicing).
- 9.2 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Assets and Sub-contracts transferred to the Authority and/or the Replacement AMS Supplier(s) pursuant to paragraph 7 above shall be apportioned between the Authority and the AMS Supplier.
- 9.3 The apportionment referred to in paragraph 9.2 will be carried out as follows:
- 9.3.1 the payments will be annualised and divided by three hundred and sixty five (365) to reach a daily rate;
 - 9.3.2 the Authority shall be responsible for or shall procure that the Replacement AMS Supplier(s) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 9.3.3 the AMS Supplier will be responsible for or entitled to (as the case may be) the rest of the invoice.

- 9.4 Each party shall pay and/or the Authority shall procure that the Replacement AMS Supplier(s) shall pay any monies due under paragraph 9.3 as soon as reasonably practicable.
- 9.5 The AMS Supplier shall proportionally reduce the Service Charges as a result of any AMS Services being transferred to the Replacement AMS Supplier(s) in accordance with schedule 7.1 (Charging & Invoicing).

Appendix 1**Principles for determining exit charges, costs and expenses in relation to Termination Services**

1. The AMS Supplier shall not be entitled to claim any additional charges, costs or expenses from the Authority, in relation to the Termination Services in respect of:
 - a) providing information, documentation and reports for exit related purposes which are, or should be, available under the terms of this Agreement;
 - b) providing information, documentation and reports for exit related purposes which can be produced without material incremental cost using information already held by the AMS Supplier;
 - c) exit related activities and support which can reasonably be provided using existing resources, including staff who are already providing the AMS Services, to perform such exit support and assistance;
 - d) costs and expenses incurred by the AMS Supplier as a result of its Defaults or delays in performing the Termination Services save where such Defaults or delays are caused by the Authority and/or the Replacement AMS Supplier(s);
 - e) performing its obligations under this Agreement in relation to paragraphs 2, 3 and 4 of this schedule 8.5 (Exit Management);
 - f) providing reasonable access to AMS Supplier Sites for exit related purposes;
 - g) any charges, costs or expenses which the AMS Supplier has recovered, or reasonably expects to recover, pursuant to any other provision of this Agreement, including but not limited to any payments received pursuant to clause 60 (Payments Made on Termination);
 - h) delivery of any part of or all of the AMS Services during the Term; and
 - i) performance of any of the AMS Supplier's obligations as set out in any clauses, provisions or schedules of this Agreement (other than this schedule 8.5 (Exit Management)) or the Master Services Agreement.

2. Additional charges in relation to Termination Services arising from paragraph 5.2 of this schedule 8.5 (Exit Management) shall, unless otherwise agreed, be calculated in accordance with paragraphs 6.1 and 6.2 of schedule 7.1 (Charges & Invoicing).
3. The AMS Supplier shall use all reasonable endeavours to mitigate any costs and expenses incurred in relation to exit and/or the performance of the Termination Services.

End of schedule



Application Maintenance & Support (AMS) Services

Schedule 8.6: IT Service Continuity

VERSION CONTROL

Version Control

Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	27 July 2020		First draft. Based on AMS1 award version. Removal of "Lot 1"
0.2	22 September 2020		Updated draft
0.3	6 October 2020		Update to paragraph 2.4
1.0	13 October 2020		Final version

TABLE OF CONTENTS

1. PURPOSE OF THIS SCHEDULE	4
2. DEVELOPMENT AND MANAGEMENT OF THE AMS ITSCM PLAN.....	4
3. PART A - AMS ITSCM PLAN.....	5
4. PART B – AMS ITSC PLANS.....	6
5. PART C – AMS DISASTER RECOVERY PLAN	7
6. REVIEW AND AMENDMENT OF THE AMS ITSCM PLAN, AMS ITSC PLAN(S) AND THE AMS DISASTER RECOVERY PLAN	8
7. TESTING OF THE AMS ITSCM PLAN	9

1. PURPOSE OF THIS SCHEDULE

- 1.1 This schedule 8.6 (IT Service Continuity) sets out the requirements for the AMS Supplier with respect to ITSCM for the AMS Supplier's internal business functions, operations and services. This shall include, but not be limited to: developing, reviewing, testing, changing and maintaining the AMS ITSCM Plan, AMS ITSC Plan(s) and AMS Disaster Recovery Plan. Schedule 2.1 (Service Requirements) sets out the AMS Supplier's obligations with respect to ITSCM for the FITS Services.
- 1.2 The AMS ITSCM Plan shall detail the processes and arrangements which the AMS Supplier shall implement following an ITSC Event and shall be comprised of three parts:
- 1.2.1 part A - general principles and requirements;
 - 1.2.2 part B - AMS ITSC Plan(s); and
 - 1.2.3 part C - AMS Disaster Recovery Plan(s), to be invoked by the AMS Supplier following a Critical Incident.

2. DEVELOPMENT AND MANAGEMENT OF THE AMS ITSCM PLAN

- 2.1 The AMS Supplier shall work and co-operate with the Authority, and Suppliers with respect to ITSCM.
- 2.2 The AMS Supplier shall develop the AMS ITSCM Plan in conjunction with the provisions of paragraph 12.4 (IT Service Continuity Management) of schedule 2.1 (Service Requirements).
- 2.3 The AMS ITSCM Plan shall, unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of this schedule 8.6 (IT Service Continuity).
- 2.4 The parties acknowledge that as at the Effective Date there is an existing AMS ITSCM Plan. That ITSCM Plan will be reviewed by the AMS Supplier and the Authority as the starting point for an ITSCM Plan which is structured to fully comply with the provisions of paragraph 1.2 of this schedule 8.6 (IT Service Continuity). The updated ITSCM Plan will then be provided to the Authority for Approval within ninety (90) Working Days of the Effective Date.

- 2.5 The AMS Supplier shall demonstrate Configuration Management of the AMS ITSCM Plan to the Authority and make the AMS ITSCM Plan available to the Authority within three (3) Working Days of request.

3. **PART A - AMS ITSCM PLAN**

- 3.1 The AMS ITSCM Plan shall:

- 3.1.1 describe the dependencies between the AMS ITSC Plan(s), AMS Disaster Recovery Plan(s) and the Hosting ITSC Plan;
- 3.1.2 provide details of how the invocation of any element of the AMS ITSCM Plan may impact upon the provision of the FITS Services;
- 3.1.3 detail how the AMS ITSCM Plan links and interoperates with any of the Authority's Business Continuity and AMS Disaster Recovery Plan(s);
- 3.1.4 detail how the AMS ITSCM Plan links and interoperates with any of the Other Suppliers' ITSC Plans and the AMS Disaster Recovery Plan(s), where applicable;
- 3.1.5 contain a communication plan including the specific communication channels with the Authority;
- 3.1.6 detail the AMS Supplier's processes and procedures, including, but not limited to, Incident Management and Problem Management, in the event that an ITSC Plan is invoked;
- 3.1.7 contain a Risk Analysis, including, but not limited to:
 - 3.1.7.1 ITSC Event scenarios and assessments, and estimates of frequency of occurrence;
 - 3.1.7.2 identification, impact analysis and risk management of any single point of failure within the AMS Supplier's internal business functions, operations and services that may impact the End to End Services;
 - 3.1.7.3 identification, impact analysis and risk management of anticipated ITSC Events that may impact the End to End Services; and
 - 3.1.7.4 a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;

- 3.1.8 identify and document the processes and procedures for restoring the services to normal operations;
 - 3.1.9 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Authority relevant to service continuity;
 - 3.1.10 demonstrate how the AMS Services shall be provided as set out in schedule 2.1 (Service Requirements) and schedule 2.2 (Service Performance Management) in the event of an ITSC Event;
 - 3.1.11 be consistent with current industry standards and best practices; and
 - 3.1.12 set out the processes and procedures for reviewing, testing, changing and maintaining the AMS ITSCM Plan.
- 3.2 Upon the occurrence of a Critical Incident where the AMS Supplier invokes the AMS ITSCM Plan the AMS Supplier shall inform the Authority before it is invoked or as soon as practicable thereafter.
4. **PART B – AMS ITSC PLANS**
- 4.1 The AMS ITSC Plan shall set out the arrangements that are to be invoked to ensure continuity of the AMS Supplier's internal business functions, operations and services. The AMS ITSC Plan shall include, but not be limited to:
- 4.1.1 alternative processes, (including business processes), options and responsibilities that shall be adopted in the event an ITSC Event affects the AMS Services; and
 - 4.1.2 the steps to be taken by the AMS Supplier upon resumption of the AMS Services in order to address any prevailing effect or impact of the ITSC Event, including a root cause analysis and remediation plans.
- 4.2 The AMS ITSC Plan shall set out the conditions under which the AMS Disaster Recovery Plan is invoked.
- 4.3 The AMS Supplier shall provide the processes and procedures for reviewing, testing, changing and maintaining the AMS ITSC Plan.
- 4.4 The AMS ITSC Plan will be provided with the AMS ITSCM Plan to the Authority.

4.5 The AMS Supplier shall demonstrate Configuration Management of the AMS ITSC Plan to the Authority and make the AMS ITSC Plan available to the Authority within three (3) Working Days of request.

4.6 Upon the occurrence of a Critical Incident where the AMS Supplier invokes the AMS ITSC Plan the AMS Supplier shall inform the Authority before it is invoked or as soon as practicable thereafter.

5. **PART C – AMS DISASTER RECOVERY PLAN**

5.1 The AMS Supplier shall design the AMS Disaster Recovery Plan which ensures that upon the occurrence of a Critical Incident:

5.1.1 the impacts on AMS Supplier's business functions, operations and services are minimised; and

5.1.2 the impacts on the Authority, the AMS Services and the FITS Services are minimised.

5.2 The AMS Supplier shall inform the Authority as soon as practicable after invoking the AMS Disaster Recovery Plan.

5.3 The AMS Disaster Recovery Plan shall include, but not be limited to:

5.3.1 details of all processes and procedures to be put in place by the AMS Supplier in relation to the provision of the AMS Disaster Recovery and any testing of the same including but not limited to the following:

5.3.1.1 data centre and the AMS Disaster Recovery site audits;

5.3.1.2 the methodology and details of the AMS Supplier's approach to data availability and integrity;

5.3.1.3 identification of potential Critical Incidents;

5.3.1.4 Risk Analysis;

5.3.1.5 documentation of the processes and procedures;

5.3.1.6 hardware configuration details;

- 5.3.1.7 network planning including details of all relevant data networks and communication links;
 - 5.3.1.8 rules governing the invocation of the AMS Disaster Recovery Plan; and
 - 5.3.1.9 the steps to be taken by the AMS Supplier upon resumption of the services in order to address any prevailing effect or impact of the ITSC Event, including a root cause analysis and remediation plans.
- 5.4 Details of how the AMS Supplier shall ensure compliance with Information Security Management standards as laid out in schedule 2.3 (Standards) and schedule 2.5 (Security Management Plan), where applicable, ensuring that compliance is maintained for any period during which the AMS Disaster Recovery Plan is invoked.
- 5.5 The AMS Supplier shall provide the processes and procedures for reviewing, testing, changing and maintaining the AMS Disaster Recovery Plan.
- 5.6 The AMS Disaster Recovery Plan will be provided with the AMS ITSCM Plan to the Authority.
- 5.7 The AMS Supplier shall demonstrate Configuration Management of the AMS Disaster Recovery Plan to the Authority and make the AMS Disaster Recovery Plan available to the Authority within three (3) Working Days of request.
- 6. **REVIEW AND AMENDMENT OF THE AMS ITSCM PLAN, AMS ITSC PLAN(S) AND THE AMS DISASTER RECOVERY PLAN**
 - 6.1 The AMS Supplier shall provide the processes and procedures for reviewing, testing, changing and maintaining the AMS ITSCM Plan, AMS ITSC Plans and the AMS Disaster Recovery Plan.
 - 6.2 The AMS Supplier shall review and amend accordingly its AMS ITSCM Plan, AMS ITSC Plans and Business Continuity and the AMS Disaster Recovery Plan:
 - 6.2.1 on a regular basis and as a minimum annually; and
 - 6.2.2 within one calendar month of the AMS ITSCM Plan, AMS ITSC Plans and the AMS Disaster Recovery Plan (or any part) having been invoked.
 - 6.3 Any review by the AMS Supplier of the AMS ITSCM Plan, AMS ITSC Plans and the AMS Disaster Recovery Plan shall assess the suitability of the procedures and methodologies set

out in the AMS ITSCM Plan, AMS ITSC Plans and the AMS Disaster Recovery Plan. Each review shall take into account any changes to the AMS Supplier's business functions, operations, FITS Services and AMS Services.

- 6.4 Any review shall be completed by the AMS Supplier within the period specified in the AMS ITSCM Plan or the processes and procedures for reviewing, testing, changing and maintaining the AMS ITSCM Plan, AMS ITSC Plan or the AMS Disaster Recovery Plan. The AMS Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the AMS ITSCM Plan, AMS ITSC Plan or the AMS Disaster Recovery Plan, provide to the Authority a report setting out:

- 6.4.1 the findings of the review;
- 6.4.2 any changes in the risk profile associated with the FITS Services and/or AMS Services; and
- 6.4.3 the AMS Supplier's proposals for addressing any changes in the risk profile and its proposals for amendments to the AMS ITSCM Plan, AMS ITSC Plan or the AMS Disaster Recovery Plan following the review. It shall also detail the impact that the implementation of such proposals may have on any services or systems provided by any other party.

7. TESTING OF THE AMS ITSCM PLAN

- 7.1 The AMS Supplier shall test the AMS ITSCM Plan on a regular basis, and in any event not less than once in every twelve (12) month period. The Authority or the SIAM Supplier may require the AMS Supplier to conduct additional tests of some or all elements of the AMS ITSCM Plan including where there has been any change to the AMS Services, or on the occurrence of any event which may increase the likelihood of the need to implement the AMS ITSCM Plan.
- 7.2 If the Authority or the SIAM Supplier requires an additional test of the AMS ITSCM Plan it shall give the AMS Supplier written notice and the AMS Supplier shall conduct the test in accordance with the Authority's requirements or the SIAM Supplier's instructions and the relevant provisions of the AMS ITSCM Plan.
- 7.3 The AMS Supplier's costs of any additional test shall be borne by the Authority, unless the AMS Supplier's test of the AMS ITSCM Plan fails, in which case the AMS Supplier shall retest the AMS ITSCM Plan until successful completion at its own cost.

- 7.4 Following each test, the AMS Supplier shall, within twenty (20) Working Days, send to the Authority for Approval a written report summarising the results of the test. This shall include, but not be limited to:
- 7.4.1 the outcome of the test;
 - 7.4.2 any failures in the AMS ITSCM Plan revealed by the test; and
 - 7.4.3 the AMS Supplier's proposals for remedying any such failures.
- 7.5 The AMS Supplier shall implement any actions or remedial measures which the Authority has Approved.
- 7.6 The AMS Supplier shall undertake and manage testing of the AMS ITSCM Plan in consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the Authority's requirements in this regard.

End of schedule



**Ministry of
JUSTICE**

Application Maintenance and Support (AMS) Services

Schedule 8.7: Document Approval Procedure

VERSION CONTROL

Version Control

Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	5 August 2020		First draft. Based on AMS1 award version. Removal of "Lot 1". Amendments to align with Hosting.
1.0	11 August 2020		Previous tracked changes accepted and removal of footnotes. Final version.

TABLE OF CONTENTS

1. BACKGROUND 4

2. INTRODUCTION TO DOCUMENT APPROVAL PROCEDURE 5

3. DEVELOPMENT OF PRODUCT DESCRIPTIONS FOR DOCUMENTARY DELIVERABLES 6

4. DEVELOPMENT OF DOCUMENTARY DELIVERABLES 7

ANNEX A11

1. **BACKGROUND**

1.1 The parties acknowledge that:

1.1.1 all Documentary Deliverables provided by the AMS Supplier must meet the Authority's requirements and agreed Quality Criteria; and

1.1.2 a Document Approval Procedure is required to demonstrate that all Documentary Deliverables meet the Authority's requirements and agreed Quality Criteria.

1.2 This Document Approval Procedure shall apply to the review and Approval of any Documentary Deliverable that the AMS Supplier is required to provide under this Agreement.

1.3 This schedule 8.7 (Documentary Approval Procedure) shall not apply to any variation (which may include Documentary Deliverables) evidenced by a Project Authority to Proceed and prepared and agreed in accordance with the process set out in paragraphs 1.1 – 1.12 of schedule 6.1 (Project Management).

1.4 The Document Approval Procedure described in this schedule 8.7 (Document Approval Procedure) is a standard procedure that shall be followed by the parties unless agreed otherwise.

1.5 The Document Approval Procedure described in this schedule 8.7 (Document Approval Procedure) is intended to support, and be supported by, effective joint working between all parties involved in delivering End to End Services to the Authority.

1.6 In planning any review, the parties shall consider and agree what third party involvement is appropriate, including the involvement of any Other FITS Suppliers, Collaborating Suppliers and Other Authority Providers. Subject to paragraph 1.8, the AMS Supplier shall consult such third parties regarding the planning of delivering Documentary Deliverables accordingly.

1.7 Where any such third parties are involved in a review, the AMS Supplier shall provide such third parties with all necessary assistance and information in connection with the conduct of that review.

1.8 Subject to the Master Services Agreement, where the AMS Supplier, in meeting its obligations under this schedule 8.7 (Document Approval Procedure), consults or otherwise directly works with a third party, the Authority may require the AMS Supplier to inform and

consult with the Authority in relation to such consultations or work. For the avoidance of doubt, when consulting and working with Suppliers, the AMS Supplier shall comply with the provisions of the Master Services Agreement.

2. INTRODUCTION TO DOCUMENT APPROVAL PROCEDURE

2.1 This schedule 8.7 (Document Approval Procedure) specifies the review and approval procedures for Documentary Deliverables.

2.2 The AMS Supplier shall ensure that all Documentary Deliverables are identified in the relevant Project Initiation Document, or other relevant work-scoping document, including the timing of their delivery and review.

2.3 The Document Approval Procedure is designed to enable the Authority, to review draft Documentary Deliverables produced by the AMS Supplier against agreed Quality Criteria, and to approve such drafts subject to any required changes being made.

2.4 Where a third party, such as any Other FITS Supplier, Collaborating Supplier or Other Authority Provider, would reasonably be considered to have an interest in or a valid contribution to make towards a Documentary Deliverable, the AMS Supplier shall ensure that such third party is consulted regarding its drafting. Provided that the third party in question is not CGI IT UK Limited in its capacity as the Hosting Supplier, the Authority shall facilitate such consultation where requested by the AMS Supplier

2.5 The Document Approval Procedure commences with the agreement of the Product Description for the Documentary Deliverable, which sets out the Quality Criteria that the Documentary Deliverable must meet in order to be Approved.

2.6 The Document Approval Procedures for Documentary Deliverables are outlined below, covering:

2.6.1 where necessary, development and approval of the Product Description for the Documentary Deliverable;

2.6.2 key roles in reviewing and approving Documentary Deliverables;

2.6.3 development of the review plan for the Documentary Deliverable;

2.6.4 review procedure;

2.6.5 consequences of Approval success and failure; and

2.6.6 the requirement to record Approved Documentary Deliverables as Referenced Documents in accordance with paragraph 4.6.

3. DEVELOPMENT OF PRODUCT DESCRIPTIONS FOR DOCUMENTARY DELIVERABLES

3.1 Other than where the Product Description is already in existence under this Agreement, where a Documentary Deliverable is subject to the Document Approval Procedure pursuant to paragraph 1.2, the AMS Supplier shall develop a draft Product Description materially in the format specified at Annex A to this schedule 8.7 (Document Approval Procedure) and/or in accordance with any applicable, more specific template Product Description under this Agreement and shall make the draft Product Description available to the Authority for review.

3.2 The AMS Supplier shall ensure that the Product Description is in a form approved by the Authority by any date specified in this Agreement for this to have been achieved, or, in the absence of any such date being specified, in sufficient time to enable the applicable Documentary Deliverable to be delivered for review and to be Approved by the applicable date(s) for those activities.

3.3 The Authority shall review the draft Product Description in order to determine whether:

3.3.1 it is in the format specified at Annex A to this schedule 8.7 (Document Approval Procedure); and

3.3.2 the Authority believes that the Quality Criteria contained within the Product Description reflect the objective of the Documentary Deliverable and any requirements of this Agreement that relate to the Documentary Deliverable.

3.4 The Authority shall undertake this review of the draft Product Description, and shall notify the AMS Supplier of the outcome of the review, within ten (10) Working Days of the Authority receiving the draft Product Description, or within such other period as may be agreed between the parties.

3.5 Where the draft Product Description meets the criteria set out in paragraph 3.3, the Authority shall notify its agreement of the Product Description in writing to the AMS Supplier.

3.6 Where the draft Product Description does not meet such criteria, the Authority shall notify the AMS Supplier, specifying the reasons why the draft has not been agreed.

- 3.7 If paragraph 3.6 applies, the AMS Supplier shall liaise with the Authority to understand and complete the necessary changes and, subject to paragraph 3.2, shall issue to the Authority within five (5) Working Days a revised draft Product Description, with all changes clearly highlighted.

4. **DEVELOPMENT OF DOCUMENTARY DELIVERABLES**

4.1 Key roles in reviewing and Approving Documentary Deliverables

4.1.1 For each Documentary Deliverable review, both parties shall appoint a member of their organisation that shall act as the lead role in the active management of the progression of each draft Documentary Deliverable through to Approval.

4.1.2 The Authority may involve third parties in the review. In this event, the Authority may share draft Documentary Deliverables with such third parties, and may invite them to participate in review meetings.

4.2 Agreement of Document Review Plan for Documentary Deliverables

4.2.1 Other than to the extent already reflected in this Agreement or agreed by the parties, the AMS Supplier shall propose for Approval by the Authority a Document Review Plan (which may be included in the Product Description), which will be consistent with:

4.2.1.1 the overall timescale for development and Approval of the Documentary Deliverable, as set out in the relevant Project Initiation Document, or any other relevant work scoping document; and

4.2.1.2 agreed Authority's Responsibilities with regard to the resourcing of review activity.

4.2.2 The Document Review Plan will record the following dates:

4.2.2.1 the First Draft Delivery Date;

4.2.2.2 the proposed method for review which, where appropriate, may include a joint page turn workshop between the Authority and the AMS Supplier, in which case the Document Review Plan will record the date for this workshop which must be scheduled so as to allow the Authority reasonable time within which to review the First Draft in advance of the workshop;

- 4.2.2.3 the date by which the Authority will notify the AMS Supplier of the outcome of its review of the first draft and provide any review comments;
 - 4.2.2.4 the date by which the Authority and the AMS Supplier will meet to review the comments;
 - 4.2.2.5 the date by which the AMS Supplier shall submit a revised draft Documentary Deliverable;
 - 4.2.2.6 the date by which the Authority shall check the revised draft; and
 - 4.2.2.7 the Planned Approval Date.
- 4.2.3 If the AMS Supplier does not propose a Document Review Plan (or propose one acceptable to the Authority) by the applicable date in this Agreement for this to occur (or, in the absence of such a date, in sufficient time to enable the applicable Documentary Deliverable to be delivered for review and to be Approved by the applicable date(s) for those activities), the Authority may specify the Document Review Plan.

4.3 Review Procedure for Documentary Deliverables

- 4.3.1 The parties shall conduct the review in accordance with the Document Review Plan and the timescales specified therein.
- 4.3.2 The AMS Supplier shall produce and issue by the First Draft Delivery Date a complete draft Documentary Deliverable for review by the Authority, in accordance with the Document Review Plan.
- 4.3.3 The AMS Supplier shall not submit a draft Documentary Deliverable for review by the Authority without first verifying that the draft Documentary Deliverable:
 - 4.3.3.1 is in accordance with the format, scope and Quality Criteria specified in the applicable Product Description;
 - 4.3.3.2 is clearly written, in language that those parties who will need to refer to the document can understand;
 - 4.3.3.3 is complete, with an appropriate level of detail and any relevant cross-references; and

- 4.3.3.4 has no obvious errors of spelling, grammar, numbering or order, duplications or omissions.
- 4.3.4 The Authority shall review the draft Documentary Deliverable in order to determine whether it meets the applicable Quality Criteria or not, and shall notify the AMS Supplier of the outcome of this review, in accordance with the Document Review Plan.
- 4.3.5 Where the Authority review determines that the draft meets all the applicable Quality Criteria, the review shall be concluded at this point, and the Authority shall notify the AMS Supplier of Approval Success in accordance with paragraph 4.4.
- 4.3.6 Where the Authority rejects the draft Documentary Deliverable, because it does not meet all the applicable Quality Criteria or the Authority's requirements, the Authority shall specify its reasons for rejection in the form of collated review comments to the AMS Supplier, and the following procedures shall apply:
- 4.3.6.1 the parties shall meet to discuss the Authority's review comments and to agree and document the necessary changes to the draft Documentary Deliverable that are required to achieve Approval;
- 4.3.6.2 the AMS Supplier shall produce a revised draft Documentary Deliverable, incorporating all agreed changes, with changes clearly highlighted, for review by the Authority in accordance with the Document Review Plan; and
- 4.3.6.3 the Authority shall review the revised draft Documentary Deliverable in order to determine whether the agreed changes have been made and whether the revised draft now meets the applicable Quality Criteria or not, and shall notify the AMS Supplier of the outcome of this review, in accordance with the Document Review Plan.
- 4.3.7 Where the Authority rejects the revised draft Documentary Deliverable, the Authority shall notify the AMS Supplier of the reasons for its rejection of the draft. In this event, the AMS Supplier shall liaise with the Authority to understand and complete the necessary changes and shall issue a further revised draft Documentary Deliverable for review and Approval.

4.3.8 The AMS Supplier shall inform the Authority of any failure or likely failure to meet a date in the Document Review Plan as soon as such failure becomes known to the AMS Supplier.

4.3.9 The Document Review Plan may only be changed with the Authority's prior written consent.

4.4 Approval Success

If all applicable Quality Criteria are met in accordance with the Document Approval Procedure and the applicable Document Review Plan, the Authority shall notify the AMS Supplier of Approval Success in accordance with clause 5.11.

4.5 Approval Failure

If all applicable Quality Criteria are not met by the Planned Approval Date and in accordance with the Document Approval Procedure, the Authority shall notify the AMS Supplier of Approval Failure and clauses 5.12 to 5.15 shall apply.

4.6 Referenced Documents

Once Approved, the Authority may require the AMS Supplier to record the title and version reference number of the Documentary Deliverable as a Referenced Document in schedule 11 (Referenced Documents).

ANNEX A

FORMAT FOR PRODUCT DESCRIPTIONS
FOR
DOCUMENTARY DELIVERABLES

<u>PRODUCT REFERENCE</u>	
Title of Deliverable	
Purpose of Deliverable	
Project or Programme	
Scope of Deliverable	
Format & Presentation of Deliverable	
Composition of Deliverable	
Derivation of Deliverable	
Allocated to	
Quality Criteria for Deliverable	
Quality Method	
People or skills required	
First Draft Delivery Date for Deliverable	
Planned Successful Approval Date for Deliverable	
Document Approval Plan	

End of schedule



Ministry of
JUSTICE

Application Maintenance & Support (AMS) Services

Schedule 10: Guarantee

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	30 July 2020		First draft. Based on AMS 1 award version. Removal of “Lot 1”.
0.2	21 August 2020		Removing fax.
0.3	25 August 2020		Tidying up draft.
1.0	25 August 2020		Final version.
1.0 08.09.2020	8 September 2020		Amending Guarantor name

CGI INC.

- and -

THE SECRETARY OF STATE FOR JUSTICE

DEED OF GUARANTEE

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	5
2.	GUARANTEE AND INDEMNITY	7
3.	OBLIGATION TO ENTER INTO A NEW CONTRACT	8
4.	DEMANDS AND NOTICES	9
5.	BENEFICIARY'S PROTECTIONS	9
6.	RIGHTS OF SUBROGATION	12
7.	REPRESENTATIONS AND WARRANTIES	12
8.	PAYMENTS AND SET-OFF	13
9.	GUARANTOR'S ACKNOWLEDGEMENT	14
10.	ASSIGNMENT	14
11.	SEVERANCE	14
12.	THIRD PARTY RIGHTS	14
13.	GOVERNING LAW	15

THIS DEED OF GUARANTEE is made the [REDACTED] day of [REDACTED]

BETWEEN:

- (1) **CGI INC.** a company incorporated under the laws of Quebec, Canada, registered in Canada with number 114242478016, whose principal office is at 1350, René-Lévesque Blvd. West, 25th Floor, Montreal, Quebec, H3G 1T4 Canada ("**Guarantor**"); in favour of
- (2) **THE SECRETARY OF STATE FOR JUSTICE** whose principal office is at 102 Petty France, London, SW1H 9AJ ("**Beneficiary**")

WHEREAS:

- (A) It is a condition of the Beneficiary entering into the Guaranteed Agreements with the AMS Supplier that the Guarantor executes and delivers this Deed of Guarantee to the Beneficiary.
- (B) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreements with the AMS Supplier, to guarantee the due performance by the AMS Supplier of all of the AMS Supplier's obligations under the Guaranteed Agreements.
- (C) It is the intention of the parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreements with the AMS Supplier, the Guarantor hereby agrees with the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed of Guarantee:

1.1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the AMS Services Agreement;

1.1.2 the words and phrases below shall have the following meanings:

1.1.2.1 "**AMS Services Agreement**" means the agreement relating to the provision of AMS Services made between the Beneficiary and the AMS Supplier dated 2020;

1.1.2.2 "**Guaranteed Agreements**" means the AMS Services Agreement and the "FITS Master Services Agreement" made between the Beneficiary, the AMS

Supplier and other suppliers dated 2 September 2013 (each a "Guaranteed Agreement"); and

1.1.2.3 **"Guaranteed Obligations"** means all obligations of the AMS Supplier to the Beneficiary under the Guaranteed Agreements together with all obligations owed by the AMS Supplier to the Beneficiary that are expressly supplemental to, ancillary to or calculated by reference to the Guaranteed Agreements;

1.1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreements) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;

1.1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;

1.1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

1.1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;

1.1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;

1.1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;

1.1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;

1.1.10 references to clauses and schedules are, unless otherwise provided, references to clauses of and schedules to this Deed of Guarantee; and

1.1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the AMS Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the AMS Supplier to the Beneficiary.

2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the AMS Supplier to the Beneficiary under the Guaranteed Agreements or in respect of the Guaranteed Obligations.

2.3 If at any time the AMS Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

2.3.1 fully, punctually and specifically perform such Guaranteed Obligations (either itself or through an Affiliate of the Guarantor or other third party approved in writing by the Beneficiary, such Affiliate or other third party acting for the purpose as a subcontractor of the Guarantor, and such approval not to be unreasonably withheld or delayed by the Beneficiary) as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreements had been entered into directly by the Guarantor and the Beneficiary; and

2.3.2 indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the AMS Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the AMS Supplier under the Guaranteed Agreements.

2.4 As a separate and independent obligation, the Guarantor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, court

fees and all legal fees on a solicitor and own client basis, together with any disbursements), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal (other than as a direct result of an act or omission of the Beneficiary) as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the AMS Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

- 2.5 For the avoidance of doubt, the aggregate liability of (i) the Guarantor under this Deed of Guarantee and (ii) the liability of the AMS Supplier under the Guaranteed Agreements, shall not exceed the maximum liability of the AMS Supplier under the Guaranteed Agreements or otherwise arising from the AMS Supplier's performance of, or failure to perform, the Guaranteed Obligations.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

- 3.1 If any of the Guaranteed Agreements are terminated for any reason, other than:
- 3.1.1 termination for convenience by the Beneficiary pursuant to clause 57.4 (Termination for Convenience by the Authority) of the AMS Services Agreement;
 - 3.1.2 termination by the AMS Supplier pursuant to clause 57.6 (Termination by the AMS Supplier) of the AMS Services Agreement;
 - 3.1.3 termination by the Beneficiary for a continuing Force Majeure Event pursuant to clause 57.7 (Termination for Continuing Force Majeure Event) of the AMS Services Agreement;
 - 3.1.4 termination by agreement in writing by both the Beneficiary and the AMS Supplier;
or
 - 3.1.5 expiry of the Term of both the Guaranteed Agreements,

whether by the Beneficiary or the AMS Supplier, or if any of the Guaranteed Agreements are disclaimed by a liquidator of the AMS Supplier or the obligations of the AMS Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract (or procure that one of its Affiliates will enter into a contract) with the Beneficiary in terms mutatis mutandis the same as the affected Guaranteed Agreement and the obligations of the Guarantor (or Affiliate) under such substitute agreement

shall be the same as if the Guarantor (or Affiliate) had been original obligor under the affected Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the relevant Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing and signed by an authorised signatory of the Beneficiary, addressed to:

4.1.1 20 Fenchurch Street, 14th Floor, London EC3M 3BY, for the Attention of the Company Secretary,

or such other address in England and Wales as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post.

4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter.

4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the AMS Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of any of the Guaranteed Agreements or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with

or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged by any partial performance (except to the extent of such partial performance) by the AMS Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement or other incapacity, of the AMS Supplier, the Beneficiary, the Guarantor or any other person;

5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the AMS Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable to the extent that the obligations or liability are not illegal in respect of that Guaranteed Obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary provided that the Beneficiary would not be entitled to recover the same loss payable under this Deed of Guarantee more than once.

5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the AMS Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation provided that the Beneficiary would not be entitled to recover the same loss payable under this Deed of Guarantee more than once. For the avoidance of doubt, but without prejudice to the requirement to perform the Guaranteed Obligations, the Guarantor shall not be required to perform a Guaranteed Obligation to the extent that it has been satisfactorily performed by the AMS Supplier.

- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the AMS Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the AMS Supplier or any third party, or to take any action whatsoever against the AMS Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine in its reasonable discretion and notify the Guarantor in writing. At the end of the period so notified, the Beneficiary shall return this Deed of Guarantee to the Guarantor.
- 5.8 This Deed of Guarantee shall remain in full force and effect until the earlier of:
- 5.8.1 the Beneficiary having provided written confirmation that all Guaranteed Obligations have been duly and completely performed by the AMS Supplier (including, for the avoidance of doubt, any Guaranteed Obligations stated to survive the expiry or termination of the Guaranteed Agreements); or
 - 5.8.2 the AMS Supplier shall have ceased to be under any actual or contingent liability to the Beneficiary in respect of the Guaranteed Obligations (including any such

liabilities which may arise after the expiry or termination of the Guaranteed Agreements and liabilities in respect of which a claim could be made prior to expiry of any limitation period and lasting until the liability is finally determined by the courts or otherwise), in each case whether such liabilities arise after the termination or expiry of the Guaranteed Agreements.

6. RIGHTS OF SUBROGATION

6.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the AMS Supplier and/or any Default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

6.1.1 of subrogation and indemnity;

6.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the AMS Supplier's obligations; and

6.1.3 to prove in the liquidation or insolvency of the AMS Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights (save to the extent that it exceeds the amount of the Guarantor's liability (both present and future and whether actual or contingent) under this Deed of Guarantee, such amount to be determined by the Beneficiary acting fairly and reasonably and notified to the Guarantor in writing) on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the AMS Supplier (other than cross-indemnities or other security taken in the normal course of the financial arrangements of the Guarantor and its Affiliates generally and which do not relate to liabilities arising under the Guaranteed Agreements or this Deed of Guarantee) and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this clause on trust for the Beneficiary.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Guarantor hereby represents and warrants to the Beneficiary that:

7.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and

has power to carry on its business as now being conducted and to own its property and other assets;

7.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

7.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to clause 3 have been duly authorised by all necessary corporate action and do not contravene or conflict with:

7.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

7.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

7.1.3.3 the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets;

7.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

7.1.5 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

8. PAYMENTS AND SET-OFF

8.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

- 8.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee from the day after the date on which payment was due up to and including the date of payment in full (as well after as before any judgment) calculated from day to day at a rate per annum equal to four per cent (4%) above the base rate of the Bank of England from time to time in force provided that the obligation on the Guarantor to pay interest in accordance with this clause 8 shall be discharged to the extent that any interest has been paid by the AMS Supplier to the Beneficiary in respect of the relevant Guaranteed Obligations.
- 8.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

9. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

10. ASSIGNMENT

The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee, without the consent of the Guarantor or the AMS Supplier, to any person to whom the Beneficiary assigns or transfers the Guaranteed Agreements in accordance with clause 63 (Assignment and Novation) of the AMS Services Agreement and clause 36 of the "FITS Master Services Agreement".

11. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

12. THIRD PARTY RIGHTS

A person who is not a party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

13. GOVERNING LAW

- 13.1 This Deed of Guarantee shall be governed by and construed in all respects in accordance with English law.
- 13.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 13.3 Nothing contained in this clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 13.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 13.5 The Guarantor hereby irrevocably designates, appoints and empowers the AMS Supplier at its registered office from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

CGI INC. acting by

[REDACTED]

Officer

[REDACTED]

Officer

End of Schedule



Ministry of
JUSTICE

Application Maintenance & Support (AMS) Services

Schedule 11: Referenced Documents

VERSION CONTROL

Version Control			
Issue No:	Issue Date:	Issue Author:	Reason for Issue:
0.1	30 July 2020		First draft. Based on AMS1 award version. Removal of “Lot 1”.
0.2	8 September 2020		Updated draft
1.0	9 September 2020		Final version

TABLE OF CONTENTS

1. INTRODUCTION 4

2. AUTHORITY REFERENCED DOCUMENTS..... 5

3. AMS SUPPLIER’S REFERENCED DOCUMENTS..... 11

1. INTRODUCTION

- 1.1 This schedule 11 (Referenced Documents) identifies the documents referenced elsewhere in this Agreement.
- 1.2 A Referenced Document is a type of document that outlines policies, processes, procedures, actions or strategies as they relate to a particular activity. Schedule 11 (Referenced Documents) does not contain references to documents that outline Standards.
- 1.3 The AMS Supplier shall adhere to the provisions of the Referenced Documents to the extent specified in this Agreement.
- 1.4 This schedule 11 (Referenced Documents) contains references to some documents which do not appear in the Agreement but do appear in the Tower Service Agreements of Other FITS Suppliers. These have been retained to assist the AMS Supplier to understand the documents that might be referred to by the Authority or Other FITS Suppliers from time to time. Where a document is included in this schedule but not used in the Agreement it shall have no legal effect for the AMS Supplier.
- 1.5 Subject to paragraph 1.6, if the AMS Supplier believes that the introduction of and compliance with a new Referenced Document will have a material and unavoidable effect on Costs, the Milestones or schedule 2.1 (Service Requirements) it may submit a Change Request Part A: Initial Request. In doing so, the AMS Supplier must support its request by providing evidence of the cause of any increased Costs or changes to the Milestones or schedule 2.1 (Service Requirements) and the steps that it has taken to mitigate those Costs or changes. Any change to the Charges, the Milestones or schedule 2.1 (Service Requirements) shall then be agreed in accordance with the Change Control Procedure, but for the avoidance of doubt the AMS Supplier shall not be entitled to increase its Charges to the extent that the change in question would also be required under any other provision of this Agreement and any increase in Charges shall also take account of any savings or non-incurrence of Costs as a result of the change.
- 1.6 If the introduction of a new Referenced Document results from a Change in Law any effect on Costs arising out of the compliance with the new Referenced Document shall be borne by the parties in accordance with the provisions of clause 49 (Change in Law).

2. AUTHORITY REFERENCED DOCUMENTS

2.1 Table 1 sets out the Referenced Documents including Authority defined materials, HMG Policy and Guidance and wider industry:

Document Name	Version Number	Schedule Reference	Schedule Name
Authority's Accreditation Framework, comprising of the following documents: <i>03/03/118/04/01/17 FITS Accreditation Framework.doc</i>		2.1	Service Requirements
Authority's Accreditation obligation / IA accreditation, comprising of the following documents: <i>03/03/118/04/01/08 FITS Accreditation Strategy</i>		2.1	Service Requirements
Authority's Accreditation Strategy, comprising of the following documents: <i>03/03/118/04/01/08 FITS Accreditation Strategy</i>		2.1	Service Requirements
Authority's Architecture Governance Policy, Processes and Procedures, comprising of the following documents: <i>03/03/117/03 - Enterprise Architecture Rules & Principles</i> <i>03/03/117/04 - Enterprise Architecture Standards Information Base</i> <i>03/03/118/03/01/01 Enterprise Architecture Roadmap.VSD</i> <i>03/03/118/03/03/01 ATLA - Enterprise Architecture - Rules and Principles.doc</i> <i>03/03/118/03/03/02 What is Enterprise Architecture v1.0.doc</i>		2.1	Service Requirements
Authority's Asset Disposal Policy, comprising of the following documents: <i>03/04/02/03/18 - IT Security - ICT Asset Disposal Guide</i>		2.1	Service Requirements
Authority's Business Continuity Strategy, comprising of the following documents: <i>03/03/47/09/10 IT Services Continuity Management Strategy</i>	1.0	2.2	Service Performance Management
Authority's business objectives, comprising of the following documents: <i>01/01/11/01 - FITS Core Scope document</i>		2.1	Service Requirements
Authority's business vision and strategies, comprising of the following documents: <i>03/03/109/03 TJ Our Vision our Strategy.pdf</i> <i>03/03/118/03/02/06 NO 10 Business Strategy Ministry of Justice 1 of 6.doc (and the other 5)</i>		2.1	Service Requirements
Authority's CHECK Testing Roadmap [DN: This deliverable will be produced by the Authority]		2.1	Service Requirements
Authority's CHECK Testing Strategy [DN: This deliverable will be produced by the Authority]		2.1	Service Requirements

Document Name	Version Number	Schedule Reference	Schedule Name
Authority's data sharing and data access policies, comprising of the following documents: <i>03/04/02/03/26 - IT Security - Data Handling and Information Sharing Guide</i> <i>03/04/02/03/24 - IT Security - Access Control Standard</i>		2.5	Security Management Plan
Authority's Enterprise Architecture, comprising of the following documents: <i>03/03/117/03 - Enterprise Architecture Rules & Principles</i> <i>03/03/117/04 - Enterprise Architecture Standards Information Base</i> <i>03/03/118/03/01/01 Enterprise Architecture Roadmap.VSD</i> <i>03/03/118/03/03/01 ATLA - Enterprise Architecture - Rules and Principles.doc</i> <i>03/03/118/03/03/02 What is Enterprise Architecture v1.0.doc</i>		2.1	Service Requirements
Authority's Financial Management Policies, Processes and Procedures, comprising of the following documents: <i>03/03/26/04 Financial management - Quick Guide to Finance.doc</i>		2.1	Service Requirements
Authority's Forensic Readiness Policy, comprising of the following documents: <i>03/04/02/03/14 - Forensic Readiness Policy</i>		2.1	Service Requirements
Authority's ICT Information Assurance (IA) Policies, Processes and Procedures, comprising of the following documents: <i>03/04/02/03/09 Information Assurance Strategy Statement</i> <i>03/02/02/14/01 HMG Security Policy Framework</i> https://cesgiap.gsi.gov.uk		2.1	Service Requirements
Authority's ICT Strategy, comprising of the following documents: <i>03/04/02/01/03 - MoJ ICT Strategy - presentation</i> <i>03/04/02/01/02 ICT Strategy</i> <i>03/04/02/01/01 - Govt ICT Strategy</i>		2.1	Service Requirements
		MSA	Master Services Agreement
		TSA	Terms and Conditions
Authority's Information Lifecycle Management Policy [DN: This deliverable will be produced by the Authority]		2.1	Service Requirements
Authority's Information Risk Policy Guidance, comprising of the following documents: <i>03/03/67/01 MoJ Information Risk Policy</i>		2.1	Service Requirements
Authority's Information Security Audit policies, processes, procedures and compliance criteria. [DN: This deliverable will be produced by the Authority]		2.1	Service Requirements
Authority's Innovation Management Policy, Processes and Procedures. [DN: This deliverable will be produced by the Authority]		2.1	Service Requirements

Document Name	Version Number	Schedule Reference	Schedule Name
Authority's Integrated ICT lifecycle, comprising of the following documents: <i>03/03/47/12/03 MoJ ICT Integrated Lifecycle Leaflet Feb11-SR43</i>	draft-v3	2.1	Service Requirements
Authority's IP addressing Policy. [DN: This deliverable will be produced by the Authority]		2.1	Service Requirements
Authority's operating models, comprising of the following documents: <i>01/02/01 Future Operating Model.xls</i> <i>03/02/01/02/02 Operating Model Blueprint</i> <i>03/03/105/02/01 Operating Model Blueprint</i> <i>03/03/118/02/04/10 psn-operating-model-v2_0.pdf</i> <i>03/03/118/03/04/04 HMCTS Integrated Target Operating Model.vsd</i> <i>03/03/119/03 Operating Model Blueprint</i>		2.1	Service Requirements
Authority's policies on handling protectively marked material, comprising of the following documents: <i>Cabinet Office: Government Security Classifications April 2014 (Version 1.0 – Oct 2013)</i>		2.5	Security Management Plan
Authority's Security Patch Management Policies, Processes and Procedures, comprising of the following documents: <i>03/04/02/03/17 - IT Security - Patch Management Standard</i>		2.1	Service Requirements
Authority's Security Policy, comprising of the following documents: <i>03/04/02/03/09 ICT Security Policy - Information Assurance Strategy Statement</i> <i>03/04/02/03/10 IT Security Policy</i> <i>03/04/02/03/11 ICT Security Policy - Technical Controls Policy</i> <i>03/04/02/03/12 ICT Security Policy - IT Incident Management Policy</i> <i>03/04/02/03/13 ICT Security Policy - Forensics Readiness Policy</i> <i>03/04/02/03/14 ICT Security Policy - IT Disaster Recovery Policy</i> <i>03/04/02/03/15 ICT Security Policy - IT Acceptable Use Policy</i> <i>03/04/02/03/16 ICT Security Policy - Information Classification and Handling Policy</i>		2.1	Service Requirements
Authority's security training requirements, comprising of the following documents: <i>03/04/02/03/54 IT Security Awareness SyOPs Deck</i> <i>03/04/02/03/55 IT Security SyOPs - Blackberry users</i> <i>03/04/02/03/56 IT Security SyOPs - Remote Working</i> <i>03/04/02/03/57 IT Security SyOPs - System Administrators</i> <i>03/04/02/03/58 IT Security SyOPs - Users & Application Administrators</i>		2.5	Security Management Plan
Authority's Service Strategy, comprising of the following documents: <i>03/03/118/02/01/02 Government ICT Strategy.pdf</i> <i>03/03/118/02/01/04 Cross Government Service Management Strategy 2011.doc</i>		2.1	Service Requirements

Document Name	Version Number	Schedule Reference	Schedule Name
Authority's Software Licensing Policy, comprising of the following documents: <i>TMO Software Licensing Policy</i> [DN: This deliverable will be produced by the Authority]		2.1	Service Requirements
Authority's Solution Architecture Policy, Processes and Procedures. [DN: This deliverable will be produced by the Authority]		2.1	Service Requirements
Authority's standard Project Management Processes, comprising of the following documents: <i>03/03/87/01 Programme & Project Management (PPM).doc</i>		2.1	Service Requirements
Authority's Standards Information Base (SIB), comprising of the following documents: <i>03/03/117/04 - Enterprise Architecture Standards Information Base</i> <i>03/04/02/03/41 - Standards Information Base</i>		2.3	Standards
Authority's strategic risk management approach, comprising of the following documents: <i>03/03/86/59 Risk Management Strategy Policy Framework.pdf</i> <i>03/04/03/01/01 Risk management strategy policy</i>		2.1	Service Requirements
Candidate ICT Capabilities to Support Business Transformation Initiatives, comprising of the following documents: <i>01/01/10/02 Candidate ICT Capabilities to Support Business Transformation Initiatives v0-5.doc</i>		2.4	Transformation
EU Code of Conduct on Data Centres Energy Efficiency, comprising of the following documents: <i>03/03/106/05 EU Code of Conduct Data Centre Energy Efficiency</i>	2.1	2.1	Service Requirements
Government ICT Strategy, comprising of the following documents: https://www.gov.uk/government/publications/uk-government-ict-strategy-resources		2.1	Service Requirements
Greening Government: ICT Strategy issue (March 2011)". https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/155098/greening-government-ict-strategy.pdf		2.1	Service Requirements
HMG IAS1&2 Supplement Risk Assessments and Organisational Risk Assessment https://cesgiap.gsi.gov.uk		2.1	Service Requirements
Cabinet Office Security Policy Framework and associated information assurance standards, comprising of the following documents: <i>03/02/02/14/01 HMG Security Policy Framework</i> https://cesgiap.gsi.gov.uk		MSA	Master Services Agreement
		2.1	Service Requirements
		2.5	Security Management Plan
HMG Information Security Assurance Standards https://cesgiap.gsi.gov.uk		2.5	Security Management Plan
HR Policies <i>03/01/01/01 MoJ HR Data Library</i>		TSA	Terms & Conditions

Document Name	Version Number	Schedule Reference	Schedule Name
Information Security Management process, comprising of the following documents: <i>03/04/02/03/10 - ICT Security Policy</i> <i>03/04/02/03/09 - ICT Security Policy - Information Assurance Strategy Statement</i>		2.1	Service Requirements
Master Application List comprising of the following documents: <i>01/01/11 (Latest version)</i>		2.2	Service Performance Management
Patching policy, comprising of the following documents: <i>03/04/02/03/17 IT Security Patch Management Standard</i>		2.1	Service Requirements
Security Aspects Letter. <i>03/03/118/04/01 MoJ Security Aspects (SAL) for FITS.doc</i>		2.5	Security Management Plan
Security Controls (Objectives) Matrix, comprising of the following documents: <i>03/03/118/04/01/19 FITS Security Controls Objectives Matrix Part 1 .doc</i> <i>03/04/03/03/06 - FITS Security Controls Matrix</i>		2.1	Service Requirements
Security incident management policy and procedures, comprising of the following documents: <i>03/04/02/03/12 - ICT Security Policy - IT Incident Management Policy</i> <i>03/04/02/03/23 - IT Security - IT Incident Management Plan and Process Guide</i>		2.1	Service Requirements
Service Register, comprising of the following documents: <i>03/03/118/04/02/(Latest version)</i>		2.2	Service Performance Management
SPF Mandatory Requirement 13 - Authority security requirements as derived from Security Policy Framework Mandatory Requirements Nos. 16-18, comprising of the following documents: <i>03/02/02/14/01 HMG Security Policy Framework</i> <i>03/04/02/03/10 IT Security Policy</i>		2.5	Security Management Plan
Staff Vetting Procedures <i>03/01/01/25 Contractor personnel security requirements</i> <i>03/03/130/13 National Security Vetting</i>		TSA	Terms & Conditions
		2.1	Service Requirements
		2.5	Security Management Plan
Standard security requirements, comprising of the following documents: <i>03/02/02/14/01 HMG Security Policy Framework</i> <i>03/04/02/03/09 ICT Security Policy - Information Assurance Strategy Statement</i> <i>03/04/02/03/10 IT Security Policy</i> <i>03/04/02/03/11 ICT Security Policy - Technical Controls Policy</i> <i>03/04/02/03/12 ICT Security Policy - IT Incident Management Policy</i> <i>03/04/02/03/13 ICT Security Policy - Forensics Readiness Policy</i> <i>03/04/02/03/14 ICT Security Policy - IT Disaster Recovery Policy</i> <i>03/04/02/03/15 ICT Security Policy - IT Acceptable Use Policy</i> <i>03/04/02/03/16 ICT Security Policy - Information Classification and Handling Policy</i>		2.1	Service Requirements

Document Name	Version Number	Schedule Reference	Schedule Name
Systems of Measurement reference document. [DN: This deliverable will be produced by the Authority]		2.2	Service Performance Management
Security Management Plan [DN: this is to be rebaselined by the AMS Supplier as per Schedule 2.5]		2.5	Security Management Plan

3. AMS SUPPLIER'S REFERENCED DOCUMENTS

3.1 Table 2 sets out the AMS Supplier's Referenced Documents

Document Name	Version Number	Schedule Reference	Schedule Name	Paragraph reference

End of schedule