# Schedule 2 (Specification)

# 1. Definitions

1.1. In this Schedule, the following words have the following meanings, and they shall supplement Schedule 1 (Definitions):

"Change"	The formal result of a request to change the scope of the project.
"Change Request"	The vehicle for communicating changes to the services or deployment deliverables contained within a Statement of Work.
"Employer Database"	A database created by employers in scope of BPT to support and streamline many of the basic day to day requirements of maintaining a payroll system.
"HMRC Operators"	A member of staff using PCT to capture paper- based payroll information (off forms RT2 & RT5) and to submit the payroll information to RTI.
"Non-Disclosure Agreement"	A legally binding contract that establishes a confidential relationship between parties, ensuring that sensitive information shared between them is not disclosed to unauthorized individuals.
"Problem"	Defined as per Paragraph 7.3.4.1.
"Scheduled Maintenance Release"	A pre-planned release that will incorporate any fixes for defects that are not deemed by the Buyer to require an ad-hoc emergency release.
"Service Discussion Review/Report"	Defined as per Paragraph 7.3.9.3.
"Service Review Agenda"	Defined as per Paragraph 7.3.9.2.
"System"	Refers to the Incident Management System provided by the Supplier.
"Work Products"	Any tangible or intangible output produced during a project.

# 2. Purpose

- 2.1. This Specification document sets out the required services and standards relating to Basic PAYE Tools (BPT) and Paper Capture Tool (PCT). These are two separate products to be delivered under one contract.
- 2.2. The Contract will be utilised to provide services and deliverables that support BPT and PCT, and will include flexibility to accommodate changes in strategy, budget, and Chief Digital & Information Officer (CDIO) structure.

# 3. Background

## 3.1. HMRC (the "Buyer")

- 3.1.1. HMRC is the UK's tax and customs authority. It collects the money that pays for the UK's public services and gives financial support to people. HMRC's responsibilities include collecting taxes, administering benefits, helping people with Tax-Free Childcare, enforcing the National Minimum Wage, and working at the heart of the UK's border systems.
- 3.1.2. HMRC has a policy partnership with HM Treasury to develop and deliver tax policy. HM Treasury leads on strategic work and tax policy development, supported by HMRC. HMRC leads on policy maintenance and delivery, supported by HM Treasury.
- 3.1.3. HMRC is a high-volume business. Almost every UK individual and business is a direct customer. HMRC is also one of the UK's biggest employers.
- 3.1.4. HMRC wants to be a trusted, modern tax and customs department operating an effective, resilient system that gives the public confidence in our ability to deliver. This means modernising what HMRC does and how it does it. Technology is at the heart of that change. By making smarter use of the data held, HMRC can, over the coming years, build a system that helps people get their tax right first time, reduces mistakes and makes it harder to bend or break the rules.

## 3.2. Chief Digital & Information Office (CDIO)

- 3.2.1. The Chief Digital & Information Officer leads the departments IT and security function and is responsible for the technology powering one of the biggest digitally enabled transformations anywhere in Europe.
- 3.2.2. CDIO creates innovative, joined up and reliable digital and information services for its people and customers while ensuring it holds data in a way that is secure, proportionate, protected, and meets the requirements of the law.
- 3.2.3. CDIO leads HMRC's digital and data strategies and has significant involvement in the cross-government agenda. CDIO is also responsible for running one of the biggest and most complex IT estates in the UK and implementing HMRC's pioneering IT sourcing strategy.

# 3.3. Basic PAYE Tools (BPT) application

- 3.3.1. Basic PAYE Tools (BPT) downloadable filing application for employers with 9 or less employees a software product with English and Welsh text that provides the ability for small employers to create their own Employer Database to support and streamline many of the basic day to day requirements of maintaining a payroll system. BPT provides for employers to operate their payroll digitally and submit their payroll information to HMRC in the following Real Time Information (RTI) message types:
  - 3.3.1.1.Full Payment Submission (FPS).
  - 3.3.1.2.Employer Payment Summary (EPS)
  - 3.3.1.3.NINO Verification Request (NVR).

#### 3.3.1.4. Earlier Year Update (EYU).

3.3.2. BPT is an end-to-end payroll system, compatible with current supported desktop operating systems, which is relied upon by HMRC to ensure legal compliance and enables businesses to accurately calculate, record and report PAYE tax, National Insurance, Student and Postgraduate Loans, Statutory Payments, and employer records, correct digital submission mistakes, produce payslips and much more.

## 3.4. Paper Capture Tool (PCT) application

- 3.4.1. An internal software product that provides the ability for HMRC staff to capture information from paper submissions, plus supports the users' ability to submit the following RTI message types:
  - 3.4.1.1.Full Payment Submission (FPS)
  - 3.4.1.2.Employer Payment Summary (EPS)
  - 3.4.1.3. Construction Industry Scheme (CIS) specific EPS
- 3.4.2. It must be developed in line with the RTI schema and annual projects as deemed appropriate but must follow the convention of the paper forms RT2 (Full Quarterly Payment Summary) and RT5 (Employer Payment Summary).

## 4. Product Specification

- 4.1. The Supplier must ensure BPT:
  - 4.1.1.Retains its current look and feel for the customer.
  - 4.1.2.Is maintained up to date with Apple accreditation and Windows code signing certification.
  - 4.1.3.Is developed in line with the RTI schema and annual new projects accommodated (no opting out).
  - 4.1.4.Supports payroll and RTI reporting capability for the current tax year and previous 6 tax years.
  - 4.1.5.Calculates and records the employers PAYE bill, taking account of any reliefs
  - 4.1.6.Is available, fully tested and supported for all major operating systems including, but not limited to, Apple-Mac, Linux and Windows, including the Buyer's desktop platform
  - 4.1.7.Retains automatic update facility
  - 4.1.8. Allows database back-ups and the ability to restore
  - 4.1.9. Remains GDPR compliant
  - 4.1.10. Meets required accessibility standards, currently WCAG2.2A, this may be updated throughout the Contract Period in line with applicable policy updates.
  - 4.1.11. Is developed and tested from an anti-virus (AV) viewpoint i.e. as compatible with as many known AV software products as possible.
  - 4.1.12. Is compatible with the existing database, allowing users to interact with previously submitted data (up to 6 tax years).

- 4.1.13. Where the employer uses BPT in Welsh, BPT must allow the P60 to be produced in Welsh.
- 4.1.14. The above list is not exhaustive, and additional detail will be provided in the applicable Statement of Work (SOW).
- 4.2. The Supplier must ensure PCT:
  - 4.2.1.Matches the RT2 and RT5 paper forms with the boxes in the same order.
  - 4.2.2. Is developed in line with the RTI schema and annual new projects accommodated (no opting out).
  - 4.2.3. Supports payroll and RTI reporting capability for the current tax year and previous 6 tax years including, but not limited to, submissions of payroll information and management of outstanding, successful, on-hold, and failed submissions.
  - 4.2.4.Is available, fully tested and supported for Windows operating systems, specifically the Buyer's desktop platform.
  - 4.2.5.Remains GDPR compliant.
  - 4.2.6.Meets required accessibility standards, currently WCAG2.2A, this may be updated throughout the Contract Period in line with applicable policy updates.
  - 4.2.7.Is developed and tested from an AV viewpoint i.e. as compatible with as many known AV software products as possible.
  - 4.2.8.Creates and submits submissions based on the latest version of the FPS and EPS.
  - 4.2.9. Can authenticate with the HMRC RTI gateway.
  - 4.2.10. Supports High Dots Per Inch (HDPI) displays.
  - 4.2.11. The above list is not exhaustive, and additional detail will be provided in the applicable SOW.

# 5. Supplier Expectations

- 5.1. The Supplier must provide access to a secure platform and messaging tool to be used for the delivery of code and documentation between the Supplier and Buyer, and vice versa, this should also include incident management capabilities.
- 5.2. The Supplier will absorb any ad hoc costs, such as licensing and accreditation costs and system upgrades, associated with the delivery of the Services set out in this Schedule in the initial cost of delivery, no additional costs will be accepted by the Buyer.
- 5.3. The Supplier will be required to work at heightened times of sensitivity, particularly budget and general election times when updates are released late in the development year.
- 5.4. The Supplier must work flexibly to respond to urgent budget issues, annual/interim updates (releases) and prompt fix-patch releases (development errors).

- 5.5. The Supplier must build the tools on a platform accessible to the Buyer and other providers should a third party require access. Upon exit of this contract, the Supplier will be required to hand over all documentation to the Buyer and/or a third party.
- 5.6. The Supplier will ensure Supplier Staff sign a Non-Disclosure Agreement prior to the sharing of confidential change requirements as a result of government policy changes.
- 5.7. The Supplier must attend regular meetings with the Buyer through the Contract Period. These include but are not limited to:
  - 5.7.1. Annual start-up meeting and/or lessons learnt meeting
  - 5.7.2. Weekly check point meetings
  - 5.7.3. Quarterly service review meetings
  - 5.7.4. Project driven (new tax measures) meetings
  - 5.7.5. Meetings may be held face-to-face

## 6. BPT and PCT Project Requirements

- 6.1. Scope
  - 6.1.1.The Supplier shall design, develop and deliver the BPT and PCT applications in accordance with the Project Plans agreed between the two Parties.
  - 6.1.2.A Project Plan should be provided for review by the Buyer within 3 weeks of receiving the project SOW.
  - 6.1.3. The Supplier shall carry out and deliver the following requirements:
    - 6.1.3.1. Support the Buyer in the production of all associated system requirements documentation for features that are new or changed.
    - 6.1.3.2. Implement change and create code to support the new or changed RTI processes and calculations
    - 6.1.3.3. Carry out thorough internal end-to-end testing prior to release of the product to the Buyer
    - 6.1.3.4. Provide incremental releases of the product software during development for external review and testing, in addition to completing full end-to-end testing
    - 6.1.3.5. Implement approved business text into the BPT and PCT products
    - 6.1.3.6. Provide localisation files containing BPT textual content to the Buyer Welsh Language Unit (WLU) for Welsh translation, and subsequent implementation of translated text into the BPT product.
    - 6.1.3.7. Supports the activation of the new tax year and present a message to the user notifying them of its existence
    - 6.1.3.8. Supports the migration of current, leavers and non-individual employee types into the upcoming tax year
    - 6.1.3.9. Ensure that new starters are be handled correctly depending upon tax code circumstances

- 6.1.3.10. Creates and submits submissions based on the latest version of the FPS and EPS specifications and the latest version of the NVR specification
- 6.1.4. The Supplier shall produce and provide a number of Work Products and documentation set, exact detail to be agreed with the Buyer and defined in the SOW. The following table shows an example, but not exhaustive, list:

Deliverable	Deliverable Type	Description	Approver
High Level Test Plan	Document	Describes appropriate strategies, process, workflows and methodologies used to plan, execute and managing testing of software projects.	HMRC CDIO Senior Service Manager/HMRC PAYE Process Owner
Requirement Analysis & Design	Document	Describes the functional change to the product and the agreed acceptance criteria	HMRC CDIO Senior Service Manager/HMRC PAYE Process Owner
Test Strategy	Document	Describes roles, responsibilities and test approach	HMRC CDIO Senior Service Manager/HMRC PAYE Process Owner
Operational Test Cases, Designs & Scripts	Document	Evidence of operational test cases, designs and scripts.	HMRC CDIO Senior Service Manager/HMRC PAYE Process Owner
Test Logs, Results & Defects	Document	Evidence of test logs, results and defects.	HMRC CDIO Senior Service Manager/HMRC PAYE Process Owner
Test Completion Reports & Sign Off Certificates	Document	Evidence of test completion and sign off certificates.	HMRC CDIO Senior Service Manager/HMRC PAYE Process Owner

Annual Delivery Plan	Document	Detailed plan with key deliverables and dates	HMRC CDIO Senior Service Manager/HMRC PAYE Process Owner
BPT/PCT Source Code	Code	Source code	HMRC CDIO Senior Service Manager/HMRC PAYE Process Owner
BPT executables for Windows, Mac and Linux	Code executable	Installer desktop executables	HMRC CDIO Senior Service Manager/HMRC PAYE Process Owner
PCT executable for Windows	Code executable	Installer desktop executable	HMRC CDIO Senior Service Manager/HMRC PAYE Process Owner

6.1.5. The above documents, plus associated full code set will be made available by the Supplier for subsequent storage within the Virtual Library.

# 6.2. Testing

6.2.1.The Supplier will carry out all end-to-end testing requirements, including but not limited to:

Test Type	Description	Owning Responsibility
UT	Unit Test	Supplier
UIT	Unit Integration Test	Supplier
ST	System Test/Regression Test	Supplier
ОТ	Operational Test	Supplier
Accessibility	Accessibility Test	Supplier

- 6.2.2. The review of Welsh Language variant will be conducted by the Buyer's internal WLU.
- 6.2.3.Penetration testing will only take place if specifically requested by the Buyer through a Change Request. If undertaken, the Supplier will make amendments to resolve any 'new' risks identified during vulnerability testing undertaken as part of previous BPT and PCT testing.

## 6.3. Supplier Environment

6.3.1.The Supplier will provide and maintain suitable development and test environments for the delivery of the BPT and PCT product.

#### 6.4. Dependencies

- 6.4.1.The Supplier is responsible for obtaining English and Welsh text for screen design and data items help from the Buyer to timelines constrained in Project Plan.
- 6.4.2. The Supplier is responsible for using scenarios provided by the Buyer in the testing process to timelines contained in Project Plan.
- 6.4.3.If further dependencies apply, these will be identified within the SOWs.

## 6.5. Acceptance Criteria

6.5.1.Projects will be considered complete when all services and deliverables have been completed, approved and accepted in writing by the Buyer as per the table below:

Deliverable	Acceptance Criteria
Documents	Via email from all relevant document approvers
Baselined Application Software	Made available to HMRC
Available to HMRC customers	Supplier assurance of successful web publish

#### 6.6. Delivery of Application

- 6.6.1.The Supplier shall provide draft version of the application software to the Buyer one month prior to the provision of the Baselined Application Software.
- 6.6.2. The Supplier will provide the Baselined Application Software with the appropriate checksums via secure download for both publishing and internal deployment in accordance with the Project Plan.
- 6.6.3. The Supplier will provide a controlled release of the application software to the Buyer's relevant users for publishing with supporting documentation, requested by the Buyer. The BPT application software will subsequently be made available to the intended User base by the Buyer via GOV.UK

# 6.7. Change Management

- 6.7.1.Requests to change the scope of the SOW project can be made at any time during the project by the Buyer. The Parties shall work together (each at no charge to the other Party) to impact each change which may include providing details of any impact on the Budget, technical, service and delivery timing, and make any consequential amendments.
- 6.7.2.A change request (CR) will be the vehicle for communicating changes to the services or deployment deliverables contained within a SOW. The CR will describe the change and the rationale for the change and is the vehicle to provide

the effect the change will have on the cost, schedule, or other terms of this proposal.

- 6.7.3. The Supplier shall with respect to every change which originates from the Buyer:
  - 6.7.3.1. Use reasonable endeavours to review the Change within 2 Working Days, raising any queries with the Buyer as soon as is reasonably practical; and
  - 6.7.3.2. Use its best endeavours to impact the change request within 10 Working Days, provided that where any change is unusually complex or materially outside the existing scope of the relevant SOW the Parties shall discuss in good faith, amending the timeframe to include exceptional circumstances.
- 6.7.4.Changes to this baselined scope, resulting from formal CRs, will be submitted to the Buyer via an amendment request. If the change is approved, then the Buyer will issue approval in writing to authorise the implementation of the change.

# 7. Support Requirements

## 7.1. Support Cover

- 7.1.1.Monday to Friday (excluding English Public and Bank Holidays) 0800 to 1630 BST/GMT hours
- 7.1.2.On English Public and Bank Holidays, application support is closed; with the exception of pre-arranged and mutually agreed support for a release.
- 7.1.3. The Parties agree that additional support cover may be purchased by HMRC on a case by case basis.

#### 7.2. Prioritisation of Fault

7.2.1.Incidents are classified with one of the following priorities:

Priority	Definition
P1	<ul> <li>A critical issue (including BPT and/or PCT performance problems), which prevents the majority of users from submitting their RTI returns</li> <li>Breach of Security.</li> </ul>
P2	<ul> <li>A severe issue (including BPT and/or PCT performance problems) which prevents a significant subset of users from submitting their RTI returns</li> </ul>
P3	<ul> <li>Significant functional issue or misleading wording/help text affecting many users. Most users able to submit their RTI returns</li> <li>Accessibility.</li> </ul>

P4	<ul> <li>Minor functional issues affecting individual or small numbers of users who are otherwise able to submit their RTI returns</li> <li>Usability problems.</li> </ul>
P5	<ul> <li>Cosmetic issues e.g. spelling mistakes or mis-aligned text which do not impact the functionality.</li> </ul>

## 7.3. Services

- 7.3.1.The following list is not exhaustive, but is reflective of common deliverables that the Buyer may require and is described in further detail below:
  - 7.3.1.1. Support Procedures
  - 7.3.1.2. Incident Management
  - 7.3.1.3. Problem Management
  - 7.3.1.4. Maintenance
  - 7.3.1.5. Environment Provision
  - 7.3.1.6. Configuration Management
  - 7.3.1.7. Site Visits for Releases
  - 7.3.1.8. Service Reporting

#### 7.3.2. Support Procedures

7.3.2.1. Incidents must be logged with the Supplier explaining the incident and providing examples via the Supplier's Incident Management System. A dedicated telephone support line is provided for Priority 1 calls only. The information required for escalation will be based on that gathered by HMRC Online Services Helpdesk (OSH).

#### 7.3.3.Incident Management

- 7.3.3.1. Incidents referred to the Supplier must be logged in the Supplier's Incident Management System which must then create tickets.
- 7.3.3.2. If required, the Incident Management System will also record the Buyer's call handling system reference.
- 7.3.3.3. All correspondence of Incidents must use the Incident Management System Helpdesk reference.
- 7.3.3.4. The Supplier must comply with the response and fix Service Levels in Schedule 10 (Service Levels).
- 7.3.3.5. The Supplier must log progress, supplementary questions, and resolution details in the identified Helpdesk system.
- 7.3.3.6. If Incident investigation establishes that a code fix is required in order to provide a permanent resolution to an issue, the Problem Management procedure will apply as defined below.

#### 7.3.4. Problem Management

- 7.3.4.1. A Problem will be raised from the corresponding Incident where investigation establishes that a deviation exists between the BPT and PCT agreed Requirements and the version of the software currently released to Live.
- 7.3.4.2. When a Problem has been identified, a ticket should be raised in the Supplier's Incident Management/bug tracking System, this must reference back to the original Helpdesk ticket reference number.
- 7.3.4.3. All correspondence of Problems must be consistent in the use of references.
- 7.3.4.4. Problems will be categorised according to the Priority schema provided in 7.2.1., and where relevant resolved by a scheduled fix in a maintenance release agreed by the Buyer.
- 7.3.4.5. The Buyer must have access to the Supplier's call/incident handling software allowing new Incidents to be logged or updates obtained on existing incidents, etc.

#### 7.3.5. Maintenance and additional releases

- 7.3.5.1. Maintenance or emergency releases required will be discussed, costed and agreed on a case-by-case basis.
- 7.3.5.2. For each BPT Release, the Supplier will agree Problems to be included in scope with the Buyer; the release will consist of the complete application set ready for deployment externally and internally on the Buyer's desktops; database design and test documents; appropriate support documentation, as agreed in the Project Plan between both Parties; release notes; evidence of functional testing and test completion, plus Supplier's input into the requirement documents in the Virtual Library.
- 7.3.5.3. A 3-month warranty period will be provided by the Supplier for all releases, which will commence from availability of the software on the hosting server. Any defects against requirements set out in the SOW pertinent to that release found during the warranty period will be fixed by the Supplier at their cost and the artefacts identified above will be redelivered to timelines as mutually agreed between all Parties. The Buyer can reclaim republishing costs from the Supplier where there is any error in a release. This may give rise to one or more additional exceptional release/s.
- 7.3.5.4. Annual updates to the following will be issued through the existing formal SOW process, and will be priced separately by the Supplier:
  - 7.3.5.4.1. Tax, National Insurance and Statutory Payment rate or threshold changes
  - 7.3.5.4.2. Year on Year uplifts.

#### 7.3.6. Environment Provision

7.3.6.1. The Supplier will provide and maintain suitable support environments for the delivery of the above support elements: Incident Management, Problem Management, Scheduled and Emergency Maintenance.

## 7.3.7. Configuration Management

7.3.7.1. The Supplier will use robust configuration management practices allowing multi-stream development if required to cater for emergency releases etc.

## 7.3.8.Site Visits

- 7.3.8.1. The Supplier will include one physical day visit to a Buyer's location (listed below and as requested by the Buyer) per annum in the charges. Thereafter a day rate will apply.
  - Bristol
  - Cardiff
  - Croydon
  - Edinburgh
  - Glasgow
  - Leeds
  - Liverpool
  - Manchester
  - Nottingham
  - Portsmouth
  - Stratford
  - Telford

# 7.3.9. Service Reporting

- 7.3.9.1. A quarterly service/performance review between both Parties will be held within one week of the report being sent to HMRC following the Service Review Agenda.
- 7.3.9.2. The Service Review Agenda should contain:
  - 7.3.9.2.1. Service Report: see content in Appendix A.
  - 7.3.9.2.2. Service Issues: specific issues with the services requiring management review.
  - 7.3.9.2.3. Support Issues: issues affecting the Supplier's ability to deliver support e.g. access, training, processes.
  - 7.3.9.2.4. Risk Review: risks to Supplier supported services or capabilities
  - 7.3.9.2.5. Any other business

- 7.3.9.3. The Service Discussion Review/Report should contain:
  - 7.3.9.3.1. Incident Management report of Incidents by priority
    - a) New Incidents passed to the Supplier.
    - b) Incidents fixed by the Supplier.
    - c) Incidents referred back to the Buyer for action.
    - d) Total Not Fixed Not Closed (NFNC) Incidents on hand.
    - e) Age profile of NFNC Incidents.
    - f) Breached Incidents.
    - g) Incidents due to breach in next period.
  - 7.3.9.3.2. Problem Management and Maintenance
    - a) Open Problems by priority.
    - b) Scope of next maintenance release.
    - c) Scope of future releases.
    - d) Emergency fixes required.
  - 7.3.9.3.3. Security Incidents
    - a) Report of Security Incidents identified/handled by the Supplier during the period.
  - 7.3.9.3.4. Risks
    - a) Service or Support risks highlighted by the Supplier.
  - 7.3.9.3.5. Other Issues
    - a) Any other issues the Supplier wishes to draw to HMRC's attention.

# 7.4. Application Services Requirements

- 7.4.1.The provision of product support and maintenance services shall be conditional upon the Buyer:
  - 7.4.1.1. Providing adequate information about any reported Incident in writing and Supplier being able to replicate the error in the relevant version of the System on the basis of the information provided;
  - 7.4.1.2. Not having otherwise changed the HMRC systems interacting with the tools other than changes necessitated by any upgrades or routine maintenance advised as necessary by Supplier unless otherwise agreed by both Parties;
  - 7.4.1.3. Providing named points of contact where the Supplier can progress incidents and deliver releases.

# 8. Statements of Work

8.1. Multiple SOWs can operate concurrently.

- 8.2. Each SOW under the contract will typically cover a fixed-time period of one year however this may change during the Contract Period.
- 8.3. The SOW will utilise firm price or fixed price and be fully costed, as the preferred commercial model. Where it is not possible to adequately define the scope of any enhancement or delivery activity within an acceptable risk profile, the Buyer may commission work on a 'Time and Materials' basis.
- 8.4. From time to time the Buyer may request a SOW be priced according to an alternative payment model that can be agreed between the parties.
- 8.5. Expected service requirements and outcomes will be documented in the SOW, when issued to the Supplier.
- 8.6. The Supplier must provide a quote for the SOW, which will require approval/sign off at senior level by the Buyer, prior to work commencing, unless directed otherwise by the Buyer.
- 8.7. A SOW impact must be provided by the Supplier within 10 working days of issuance of the SOW. If this deadline for the impact is unachievable or clarification is required, the Buyer must be notified at the earliest opportunity, within 5 Working Days of issuance of the SOW.
  - 8.7.1.A SOW impact is the response provided by the Supplier outlining how they will deliver the requirements as set out in the SOW by the Buyer, and at what cost.
- 8.8. The Supplier will be advised by the Buyer whether their SOW impact has been approved or rejected. See Attachment 1: SOW Process Flow for further information.
- 8.9. The Supplier will provide teams that are stood up and ready to commence work within 20 Workings Days from SOW sign-off. The Buyer and Supplier can mutually agree a timeline where there are exceptional circumstances to consider.
- 8.10.If the Supplier cannot meet the requirements of Paragraph 8.9., the Supplier must advise HMRC as soon as possible, within 5 Working Days of completion of the SOW impact. In this case, the Buyer reserves the right to use other commercial routes to market to meet the Buyer's requirement.
- 8.11.Service Levels may be stated as part of the SOW in addition to those identified in Schedule 10 (Service Levels).
- 8.12. The Supplier shall provide a monthly Deliverables report aligned to the deliverables identified in individual SOWs.

# 9. Security

- 9.1. The Supplier must:
  - 9.1.1.Comply with the Buyer's Security Policy as set out in Award Form.
  - 9.1.2.Comply with the Government's National Cyber Security Centre <u>10 Steps to Cyber</u> <u>Security</u> guidance.
  - 9.1.3.Comply with the UK Government's <u>Security policy framework protecting</u> <u>government assets.</u>

- 9.1.4.Ensure all Supplier Staff are as a minimum <u>Baseline Personnel Security</u> <u>Standard (BPSS)</u> checked before working on the Buyer account. Dependent on the nature of the work, some staff may require higher level clearance such as Security Check (SC). Preference for contractors to already hold SC clearance, however the Buyer may be willing to sponsor the SC clearance process at the Supplier's expense.
- 9.1.5.All Supplier Staff appointed to roles requiring Security Check (SC) clearance must hold or be able to achieve SC. These posts are NOT reserved to UK Nationals. To be suitable for security clearance, contractors MUST have been continuously resident in the UK, without any significant breaks, for 5 years. Further details of eligibility for clearance can be found: <u>https://www.gov.uk/government/publications/national-security-vetting-advicefor-people-who-are-being-vetted</u>
- 9.1.6. Any roles that require SC clearance will be identified in individual SOWs.
- 9.1.7.As detailed in the Buyer's <u>Media and Device Handling Policy</u>, the Supplier Staff may use non-HMRC devices to undertake work at the OFFICIAL level subject to agreement and on the condition that all the devices meet the Buyer's minimum security requirements.
- 9.1.8. For user research, all data collection, handling, storing, and transferring must abide by both the Buyer's Data Protection Policy and the Market Research Society (MRS) code of conduct (including Data Protection Act 1998 and General Data Protection Regulation (GDPR 2018). Supplier teams are responsible for ensuring that user data is stored securely according to these policies, is password-protected, and stored only briefly on non-HMRC devices.
- 9.1.9.No offshoring (as defined in the Buyer's Offshoring Policy, see Attachment 2, and as regards both staff and data) will be undertaken without the prior written consent of the Buyer. Where offshoring is permitted, it must conform to the Buyer's Offshoring Policy, as set out in Schedule 31 (Buyer Specific Terms) which takes precedence over this document.
- 9.1.10. It is both Parties' intentions to work towards being able to securely transmit releases electronically via secured networks as accepted by the Buyer's Security Policy (see Award Form) and team.
- 9.1.11. The Supplier will support the Buyer's security reviews as and when they are deemed needed, as determined by the Buyer.

#### **Appendix A: Service Discussion Review/Report**

- 1. Incident Management report of Incidents by priority
  - New Incidents passed to the Supplier.
  - Incidents Fixed by the Supplier.
  - Incidents referred back to the Buyer for action.
  - Total Not Fixed Not Closed (NFNC) Incidents on hand.
  - Age profile of NFNC Incidents.
  - Breached Incidents.
  - Incidents due to breach in next period.
- 2. Problem Management and Maintenance
  - Open Problems by priority.
  - Scope of next maintenance release.
  - Scope of future releases.
  - Emergency fixes required.
- 3. Security Incidents
  - Report of Security Incidents identified/handled by the Supplier during the period.
- 4. Risks
  - Service or Support risks highlighted by the Supplier.
- 5. Other Issues
  - Any other issues the Supplier wishes to draw to HMRC's attention.

#### **Attachment 1: SOW Process Flow**



# Attachment 2: Buyer's Offshoring Policy

