

THIS DOCUMENT CONTAINS A NUMBER OF SECTIONS WHICH REQUIRE COMPLETION (YELLOW HIGHLIGHT)
PRIOR TO ISSUE.

TERMS OF REFERENCE

For (<<Project Name>>)

Version 1 Solutions Limited

And

<<Client Name>>

These TERMS OF REFERENCE are made the 13/05/2022 ("**Commencement Date**") between:

Version 1 Solutions Limited a company registered in England under company number 3438874 whose registered office is at Grosvenor House, Prospect Hill, Prospect Hill, Redditch, Worcestershire, B97 4DL, England ("**VERSION 1**") and

<<**Client Name**>> a company registered in UK whose registered office is at <<Address>> ("**CUSTOMER**").

Each a Party, together the Parties.

BACKGROUND

1. CUSTOMER wishes to avail of the Services in its **[business operations/programme/INSERT HERE a brief description of the programme/project/business]** for which CUSTOMER requires the Services.
2. VERSION 1 has agreed to provide, and CUSTOMER has agreed to pay for, the Services in these Terms of Reference subject to the terms and conditions of the Master Services Agreement ("**MSA**") jointly signed between CUSTOMER and VERSION 1 with an effective date of 05-Feb-19.
3. These Terms of Reference shall remain in effect from the Commencement Date above until 13/05/2022 ("**Term**"). The Term may be extended by the Parties by way of a Change in accordance with Clause 8.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. DEFINITIONS

Any terms or phrases defined in the MSA shall have the same meaning in these Terms of Reference.

- 1.1. "**Agreed Support Hours**" means those hours when VERSION 1 will provide a Support service for specified In Scope Systems as further set out in Appendix A, Services.
- 1.2. "**CUSTOMER Dependencies and Responsibilities**" means the CUSTOMER dependencies and responsibilities in relation to the Services set out in Appendix E, CUSTOMER Dependencies and Responsibilities.
- 1.3. "**DrawDown Days**" ("**DDD**s") means the days that are subject to a reduced daily rate in return for a bulk advanced purchase and then used, (drawn down), as required over the 12 month period from the date of purchase as further set out in Appendix B, Charges, Invoicing and Payment.
- 1.4. "**Implementation Services**" means the works and activities set out in Appendix A, Services, forming part of the Services.
- 1.5. "**In Scope Systems**" means the applications, systems and software which are set out in the Service Catalogue in Appendix A, Services.
- 1.6. "**Managed Services**" means the works and activities set out in Appendix A, Services, forming part of the Services.
- 1.7. "**Out of Scope**" means those items excluded from the Services as set out in Appendix A, Services, and/or those items not included in the Service Catalogue.
- 1.8. "**Patching**" means the application of vendor-supplied updates to the In Scope Systems.
- 1.9. "**Request for Change**" ("**RFC**") means a request by either Party for a change to the Services and/or any other provision in these Terms of References which will be submitted in accordance with Clause 8.
- 1.10. "**Service Catalogue**" means those items of Services set out in Appendix A, Services; any reference to the Service Catalogue refers to the most recent version which has been agreed and signed off by both Parties.
- 1.11. "**Service Request**" means a request by CUSTOMER for an additional Services(s), which is/are not included in the Services, but which VERSION 1 may deliver as a chargeable activity, which shall be notified to VERSION 1 by way of a Request for Change or a new Terms of Reference.
- 1.12. "**Support**" means, telephone, email and remote assistance provided as part of the Services to address any

malfunction or potential malfunction of the In Scope Systems.

1.13. **“System Operational Hours”** means those hours where the In Scope Systems ? should normally be operational.

2. THE SERVICES

2.1. The Services are set out in Appendix A, Services (**“Services”**).

3. CHARGES

3.1. The Charges for the Services are set out in Appendix B, Charges, Invoicing and Payment.

4. TRANSITION SERVICES

4.1. In the event the Implementation Services include transition services, such services will be performed in accordance with the agreed transition plan set out in in Appendix A, Services.

5. CUSTOMER DEPENDENCIES

5.1. VERSION 1’s provision of the Services is dependent on CUSTOMER’s compliance with its responsibilities under the MSA and these Terms of Reference, including, but not limited to, those set out in Appendix E, CUSTOMER Dependencies and Responsibilities.

5.2. CUSTOMER shall provide all such dependencies and responsibilities together with all necessary co-operation, information, documents, materials, equipment, data and support required by VERSION 1 for the performance of its obligations hereunder, and CUSTOMER will ensure that the same are accurate and complete in all material respects, including access to suitably configured computer products, at such times as VERSION 1 requests.

5.3. VERSION 1 shall have no liability with respect to the performance of the Services (including achieving any milestones, submission of any deliverables and/or achieving any service levels set out in Appendix C, Services Levels) to the extent, and for the duration, that CUSTOMER does not meet its obligations. All delivery dates (including any agreed milestones) shall be reviewed by the parties in the event of delay or by CUSTOMER

6. SERVICE LEVELS

6.1. The service levels applicable to the Managed Services are set out in Appendix C, Service Levels.

7. GOVERNANCE

7.1. The governance procedures and processes set out in Appendix D, Governance of the Services shall apply to the performance of the Services.

8. CHANGE CONTROL

8.1. Any changes to these Terms of Reference and/or the Services shall be implemented using the Request for Change Form set out in Appendix, I, Sample Request for Change Form, and agreed by the Parties by way of an addendum to these Terms of Reference signed by both parties.

9. ROTATION OF PERSONNEL

9.1. VERSION 1 operates a rotation policy for all its personnel. Where VERSION 1 deems it necessary or an individual consultant requests rotation, a minimum of one months’ notice will be given to CUSTOMER. VERSION 1 will provide comparable personnel replacement consultant or employee (as applicable) and where necessary, provide adequate knowledge transfer at its own cost.

10. TERM AND TERMINATION

If these Terms of Reference are terminated for convenience by CUSTOMER in accordance with the MSA, a termination fee will be payable by CUSTOMER to VERSION 1, calculated in accordance with the table below and will be payable immediately following termination of these Terms of Reference.

Date of Termination for Convenience	Fee payable to VERSION 1
In Year 1 to end of Term as set out clause 1 above.	Fees payable up to the date of termination together with 100% of the un-invoiced Total Managed Services TOR Value set out in Appendix B where the Total Managed

	Services TOR Value incorporates any Pricing Change
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11. CUSTOMER DATA

11.1. Upon request by CUSTOMER made before or within sixty (60) days after the effective date of termination, VERSION 1 will make available to CUSTOMER a complete and secure (i.e., encrypted and appropriately authenticated) download file of CUSTOMER Data in an agreed format. This request will be considered chargeable to CUSTOMER.

The Parties signify their agreement to the terms of these Terms of Reference and intention to be bound by the contents of it by signing below:

Signed for and on)
 behalf of)
 CUSTOMER by:) Signature
)
) Name
)
) Position
)
) Date
)
 Signed for and on)
 behalf of SUPPLIER)
 by:) Signature
)
) Name
)
) Position
)
) Date
)
)

APPENDIX A
THE SERVICES

VERSION 1 will perform the Services as follows:

1. Implementation Services

[PROVIDE DETAIL OF IMPLEMENTATION SERVICES INCLUDING PROVISION OF ANY PERSONNEL, DELIVERABLES ETC] IF TRANSITION SERVICES WILL BE PART OF THE SERVICES, AND A TRANSITION PLAN IS REQUIRED, INCLUDE AT ANNEX 1 TO THIS APPENDIX A. IF A TRANSITION PLAN IS NOT APPLICABLE, ANNEX 1 TO BE DELETED OR 'NOT USED' TO BE INSERTED].

2. Managed Services

[DESCRIBE THE MANAGED SERVICES AT A SUMMARY LEVEL, E.G. MANAGED SERVICES FOR THE CUSTOMERS TEST, PRE-PROD AND PROD ORACLE EBUSINESS SUITE Vxxx APPLICATION OR MANAGED SERVICES FOR THE CUSTOMERS APPLICATIONS OR DATABASE A, B, C ETC...]

2.1. The Managed Services also includes those items set out in the Service Catalogue

[INSERT LINK TO SERVICE CATALOGUE OR SERVICE CATALOGUE REFERENCE]

2.2. The Service Catalogue shall be maintained by VERSION 1 and reviewed by the Parties as per Appendix D, Governance of the Services, to ensure it conforms to scope of the Managed Services.

Note: The Service Catalogue will typically be located on a Microsoft SharePoint External Collaboration Site and will be made available to CUSTOMER's nominated personnel for referential purposes on a read-only basis.

2.3. CUSTOMER dependencies are set out in Appendix E, CUSTOMER Dependencies and Responsibilities. Specific service dependencies required to be put in place and/or maintained by VERSION 1 to support the provision of the Managed Services and the underlying individual hardware and infrastructure components required to be put in place and / or maintained by VERSION 1 are detailed in the "Service Dependencies" and/or "Hardware" tabs of the Service Catalogue.

2.4. Further details of the Managed Services including the key activities and responsibilities of VERSION 1, are specified in the following tabs of the Service Catalogue which may include but are not limited to:

2.4.1. Server Management Policy

2.4.2. Database Services

2.4.3. Application Services

2.4.4. CI Inventory

2.4.5. Storage Management Policy

2.4.6. Network Management Policy

2.4.7. Backup Policy

2.4.8. Security Policy

2.4.9. Patching Policy

2.5. The Hardware tab of the Service Catalogue contains the relevant cross references to specific management policies outlined in the Service Catalogue.

2.6. Activities and Services that are Out of Scope are set out below. Further limitations to the scope of the Managed Services are also set out in the individual tabs of the Service Catalogue.

2.7. The following work, services and activities are Out of Scope:

2.7.1. physical server and equipment, including responsibility for any communications with, and management of, any CUSTOMER third party vendors. CUSTOMER owns all physical equipment and has third party vendor support agreements. as such. CUSTOMER will be responsible for all such communications and management including timely provision of information and performance of services.

2.7.2. facility management/hosting, including communication or management between CUSTOMER and any third parties in relation to the hosting of equipment, communication and security on

services located in non-public cloud data centres or premises. CUSTOMER is responsible for the hosting of equipment, communication and security on servers located in non-public cloud data centres or premises;

- 2.7.3. removable media backups;
- 2.7.4. handling of backups, including physical backups, verification (including those backup checks) and handling of media.
- 2.7.5. application software change;
- 2.7.6. application installation for in Scope Systems;
- 2.7.7. printer support.
- 2.7.8. network infrastructure support;
- 2.7.9. local desktop infrastructure support;
- 2.7.10. Level 1 support: CUSTOMER is responsible for the triaging of all incidents that affect the daily operation activities of the IT service to its business. Level 1 support will look to solve basic customer issues and has a general understanding of the applications and services. CUSTOMER will gather CUSTOMER information, analyse symptoms and determine the basic problem(s) before triaging the call to VERSION 1 support;
- 2.7.11. de-transition or exit management of In-Scope Services.

3. Anticipated Duration of the Services

Services	Start Date	End Date
Implementation/Transition Services	31/05/2022	31/08/2022
Managed Service	31/05/2022	30/04/2024

4. Additional Project Services:

VERSION 1 may agree to provide additional project services from VERSION 1's service portfolio. These additional project services will be delivered as an additional Service, implemented either through a Request for Change process (subject to Clause 8, Change Control) or a new Terms of Reference. No such additional project services will commence until the Request for Change or the new Terms of Reference is executed by both Parties.

ANNEX I TO APPENDIX A
TRANSITION PLAN

[INSERT PLAN OR DELETE/STATE 'NOT APPLICABLE']

APPENDIX B
CHARGES, INVOICING AND PAYMENT

1. Implementation Services Charges

Description of Implementation/Transition Services	Total Implementation/Transition Services Value [£]
	100.00

2. Managed Service Charges

Year 1 [£]	Year 2 [£]	Year 3 [£]	Year 4 [£]	Year 5 [£]	Years 6-10 [£]	Total Managed Services Value [£]
						1.00

3. Total Contract Value (“TCV”)

Implementation/Transition Services	£ 100.00
Managed Services	£ 100.00
TOTAL CONTRACT VALUE OF SERVICES	£ 1.00

4. Pricing Change

Changes to the Managed Services will be added to the Service Catalogue through the Request for Change process. Any change in the Managed Service Charges arising from changes to the Managed Services (the “Pricing Change”) will be affected by way of addendum to this TOR.

5. Project Rate Card

Any additional project Service Requests required by CUSTOMER and agreed through either the Request for Change process or a new project Terms of Reference will be charged on either a fixed price basis or a time and materials basis according to the rates below

[RATE CARD TABLE TO BE INSERTED – THIS RATE CARD TO INCLUDE RATES FOR ROLES THAT WOULD BE USED IN A PROJECT LIKE PROJECT MANAGEMENT, SOLUTION ARCHITECT, ERP CONSULTANT, DEVELOPER, BI CONSULTANT, DBA ETC. THIS AVOIDS THE CUSTOMER TRYING TO USE DRAWDOWN DAYS TO DO PROJECT WORK WHICH CAN BE COMMERCIALY IMPRACTICAL. EXAMPLE BELOW.]

Role	Day Rate [£]

6. DrawDown Days Rate Card

CUSTOMER will draw down the DrawDown Days within 12 months of purchase; any DrawDown Days not

drawn down within this timeframe will be deemed consumed. It is agreed that the Draw Down Days are to be used for small Service Request changes only, e.g., less than xx days effort, and not for project work. For project work, the Project Rate Card will be used.

Role	DrawDown Rate [£]	Drawdown Rate - *Offshore [£]	Minimum Purchase (days)
Consultant DBA	???	???	25/50/100/200/500
Consultant Developer	???	???	25/50/100/200/500
ERP Consultant	???	???	25/50/100/200/500

*Offshore =Version1 consultants based in India or other geographic location to be agreed in writing by the Parties.

7. Annual Review

- 7.1. The Project Rate Card and DrawDown Days Rate Card rates set out in this Appendix B may be adjusted on an annual basis by VERSION 1.
- 7.2. The Managed Services Charges set out in this Appendix B may be adjusted on an annual basis by VERSION 1.

8. Standard and Overtime Rates

All rates provided are standard day rates based on a 7.50 hour day and being Monday-Friday (excluding public and/or bank holidays) between the hours of [09:00 hrs and 17:30 hrs] ("Standard Day"). Any hours outside of the Standard Day is overtime ('Overtime'). Overtime must be approved by CUSTOMER in writing prior to commencement of the applicable Service. The Overtime rate will be calculated as follows:

Description	Standard Day	Overtime (17.30hrs – 0.00hrs)	Overtime (00.00hrs – 09.00hrs)
Weekday	1	1.5	3
Saturday	1.5	2	3
Sunday/Public/Bank Holiday	2	2.5	3

9. Travel and Expenses

- 9.1. Expenses, including, but not limited to, travel, subsistence and accommodation, during the execution of the Services, will be reimbursed by CUSTOMER in accordance with the MSA.
- 9.2. Any time spent in excess of one hour (from VERSION 1 office at Grosvenor House, Prospect Hill, Prospect Hill, Redditch, Worcestershire, B97 4DL, England, travelling to and from CUSTOMER premises for onsite support will be charged on a time and materials basis. This time is in addition to the time spent on site and will be either charged for or taken from the DrawDown Days.

10. Invoicing

10.1. Implementation Services

VERSION 1 will invoice CUSTOMER for the Implementation Services either on a time and material basis or in accordance with any agreed invoicing milestones.

10.2. Managed Services

VERSION 1 will invoice CUSTOMER annually in advance for the Managed Services.

11. Cloud Usage Costs

- 11.1. Cloud Usage costs are set by the third party Cloud provider and are variable, subject to the usage profile of CUSTOMER environment and are subject to change. CUSTOMER shall pay the Cloud running costs accumulated through the operation of the Cloud service each month.

- 11.2. In addition to the Cloud running costs VERSION 1 will charge CUSTOMER:
- AWS business support fee (calculated as 10% of converted monthly Cloud running costs converted from USD to EURO);
 - billing administration fee (calculated as 5% of converted monthly Cloud running costs converted from USD to EURO).
- 11.3. VERSION 1 will invoice CUSTOMER monthly in arrears for the Cloud Usage costs. CUSTOMER shall pay such invoice in accordance with the provisions of the MSA. In the event CUSTOMER does not make such payment and VERSION 1 incurs any costs, penalties or interest as a result of late payment by CUSTOMER, CUSTOMER will immediately reimburse VERSION 1 for the same.
12. **Bank Details**

APPENDIX C
SERVICE LEVELS

This Appendix C details the service levels VERSION 1 shall meet in providing the Managed Services.

1. Priority Levels and Service Levels

- 1.1. Service levels and priority definitions only apply to those production systems included in the Managed Services set out in Appendix A, Services.
- 1.2. Priorities are based both on the IMPACT of an issue, and the urgency of that issue at the time it is reported.

Impact	Urgency
1. Major - Critical Business Service or Function unavailable or inaccessible 2. Significant - Critical Business Service or Function severely degraded 3. High - Non-Critical Business Service or Function unavailable or degraded 4. Moderate - Non Critical Business Service or Function disrupted, but workaround available 5. Minor - Question, query or minor bug	1. Critical - Immediate fix required 2. Urgent 3. High 4. Medium 5. Low – Next scheduled release

		Impact				
Urgency	Priority Levels	1	2	3	4	5
	1	1	1	2	2	4
	2	1	2	3	3	4
	3	2	2	3	4	4
	4	3	3	3	4	5
	5	4	4	4	5	5

- 1.3. Incidents will be responded to in accordance with this prioritisation, as detailed in the table below:

Priority	Description	Target Response Time	Update Time	Target Resolution Time
P1	Critical Business Service or Function unavailable, severely degraded or inaccessible	30 minutes (By Phone)	Every hour	4 hours
P2	Critical Business Service or Function severely degraded	2 hours	2 hours or As Agreed	3 working days
P3	Non-Critical Business Service Function unavailable or degraded	4 hours	Daily or As Agreed	10 working days
P4	Non-Critical Business Service Function disrupted but workaround available	8 hours	As agreed	1 month
P5	A question, query or minor bug	12 hours	As Agreed	As agreed

2. Exceptions to the Service Levels

RFCs	Data Corruption issues
Disaster / Catastrophic Incidents	Patching
External events or outages outside of VERSION 1's control (including but not limited to malicious attacks, network failures, data centre failures, pandemics, etc.)	

APPENDIX D
GOVERNANCE OF THE SERVICES

1. Implementation/Transition Services

[INSERT AGREED GOVERNANCE PROCEDURES FOR THE IMPLEMENTATION/TRANSITION SERVICES]

2. Managed Service and Commercial Reviews

2.1. The Parties shall carry out a review of the Managed Services and the performance against the defined service levels set out in Appendix C, Service Levels as applicable at the following intervals:

2.1.1. Service Review – quarterly - from the Commencement Date (in a format to be agreed between the Parties within one month of the Commencement Date).

2.1.2. Commercial Review – annually, one month before each anniversary of the Commencement Date.

2.2. VERSION 1 shall produce minutes of each such review meeting together with an action list and provide a copy of those minutes and action list to CUSTOMER as soon as is practicable following each such meeting. CUSTOMER will provide any comments in relation to the same within seven (7) working days of receipt of same.

3. Reporting

3.1. Service reports detailing the service status and service levels carried out by VERSION 1 will be provided on a regular basis. In addition, any RFCs, resource requests or site visits will also be documented.

Report Type	Content
Monthly Service Report	Full Report, Email Only
Site Report	Any additional onsite work carried out by Managed Services team
Request for Change Request	Form with details of any changes to the system and likely impact
Resource Request	Form confirming when a resource has been requested, the tasks to be carried out and any costs incurred
Call Report	On request a list of all calls open in Managed Services can be requested

4. Communication

4.1. The table below details VERSION 1 personnel involved in the Services:

Role	Name	Landline Tel No.	Mobile No.	Availability	Email
Practice Director					
Account Manager					
Delivery Manager					
Service Desk Manager					

4.2. The table below details CUSTOMER personnel:

Role	Name	Landline Tel No.	Mobile No.	Email
	*			
	*			

* required to approve all RFCs.

Note: The tables above are correct at the time of signing. Any amendments to these tables will be recorded and

updated, as required, in the Service Catalogue.

- 4.3. In the event of any dispute in relation to these Terms of Reference, the parties will seek to resolve any such dispute between them, first, by negotiating promptly with each other in good faith in direct negotiations. These direct negotiations shall be conducted by the respective designated in Clause 4 of this Appendix D and the dispute shall be escalated internally by each party as reasonably necessary or appropriate to seek resolution of the dispute. If the parties are unable to resolve the dispute between them within thirty (30) days, the Dispute provision of the MSA will apply.

APPENDIX E
CUSTOMER DEPENDENCIES AND RESPONSIBILITIES

1. CUSTOMER is responsible for and will provide to VERSION 1 all necessary co-operation, information, documents, materials, equipment, data and support required for the performance of the Services as set out in these Terms of Reference or as otherwise reasonably required by the Supplier for the performance of its obligations hereunder and will ensure that the foregoing are accurate and complete in all material respects, in the timeframes specified, or if no timeframe specified, in a reasonable timeframe such that the Services can be performed in accordance with the MSA and these Terms of Reference.
2. In addition, CUSTOMER is responsible and will provide to VERSION 1 the following:

No:	Description	Due Date

3. **Implementation/Transition Services**

[INSERT ANY CUSTOMER RESPONSIBILITIES AND DEPENDENCIES WHICH MAY BE APPLICABLE FOR IS]

4. **Managed Services**

[INSERT ANY CUSTOMER RESPONSIBILITIES AND DEPENDENCIES WHICH MAY BE APPLICABLE FOR MS]

5. **Remote Access**

For In-Scope Systems , VERSION 1 will require access to the applications remotely. CUSTOMER will provide and facilitate such remote applications access to VERSION 1 within **[INSERT days/weeks]** of the Commencement Date. The provision of the Managed Services is dependent on this access being made available by CUSTOMER within the time frame specified and such access being fit for purpose, 100% reliable and with continuous availability.

6. **Alerts and Email Notification**

Where VERSION 1 provides proactive monitoring as part of the Managed Services, this may require that either a monitoring tool or a script runs periodically to check the health of the system. These results are then communicated to the Service Desk either directly or via email and acted upon accordingly. This notification is a necessity for the smooth and efficient running of the Managed Services. For In Scope Systems, CUSTOMER will be responsible for the provision and facilitation of email accounts for **[INSERT]** and relay of messages from CUSTOMER to external VERSION 1 email addresses.

7. **Proactive Monitoring**

To enable VERSION 1 to provide proactive monitoring it requires the installation of a dedicated virtual or physical server to a minimum specification of 2 x CPU, 4 GB RAM, 40GB disk space placed within the CUSTOMER'S DMZ or LAN with external secure communication to the VERSION 1 primary monitoring service, Opsview. VERSION 1 also provides a monitoring solution 'New Relic' for services running in the Microsoft Azure Cloud. The Azure monitoring integration requires an agent to be installed on each of the CUSTOMER VM's required for monitoring. The agent is a lightweight piece of software that will use ~30MB of RAM and 50MB of disk space. The agent will need outbound access to the below networks and ports, from each VM. The agent can be configured to use a proxy to send data back to the New Relic environment.

- infra-api.eu01.nr-data.net:443
- identity-api.eu.newrelic.com:443
- infrastructure-command-api.eu.newrelic.com:443.#

[More detail to be provided as part of any transition phase – insert detail into Appendix A]

8. **Licence Compliance and Support**

Licence compliance and vendor support related to third party software is the responsibility of CUSTOMER. VERSION 1 recommends that third party software, including but not limited to the operating system,

database, or any other software is maintained at a level that is within the original vendor's active support programme. Where this is not the case, any defects caused by that software will be excluded from any Service Levels in Appendix C. Where the software vendor cannot provide a solution for the installed software version, VERSION 1 may not be in a position to fix any issues which do arise. There may be an additional cost associated with investigation and rectification of issues associated with unsupported software which will be the subject of a Change.

9. Third Party Application / VERSION 1s

VERSION 1 may require support from third parties to diagnose and resolve incidents. VERSION 1 has no liability with respect to the service levels set out in Appendix C, Service Levels, or any other agreed service levels in this event.

10. Communication of System Changes

Any changes that occur to systems that are not implemented by or communicated to VERSION 1 may affect the fix time of an incident. Any outages that are planned to systems should be communicated to VERSION 1 Service Desk so that a gentle shutdown of services can be performed; also alerts (if applicable) can be disabled for the time of the outage.

APPENDIX F
DISASTER RECOVERY AND BUSINESS CONTINUITY MANAGEMENT

[INSERT DETAILS OR INSERT 'NOT USED' AS APPLICABLE TO THE SERVICES]

APPENDIX G

LICENCING OF VERSION 1-OWNED SOFTWARE OR INTELLECTUAL PROPERTY

[INSERT DETAILS OR INSERT 'NOT USED' AS APPLICABLE TO THE SERVICES]

APPENDIX H
SOURCE CODE AND ESCROW

[INSERT DETAILS OR INSERT 'NOT USED' AS APPLICABLE TO THE SERVICES]

APPENDIX I
SAMPLE REQUEST FOR CHANGE FORM

VERSION 1 PROJECT DETAILS ©			
CUSTOMER Name:		Name of the customer	
CUSTOMER Contact Details:		Contact Details	
Project/System:		Name of the project against which the change is being requested	
Project Manager:		Name of the project manager responsible for implementing the change	
CHANGE DETAILS			
RFC No.	/ Tags	Write-Up:	Implement: Change No.:
RFC Requester: Name of person who is requesting the change			
RFC Request Date: Date on which this form is completed			
RFC Urgency / Priority: © Urgency for undertaking the change			
RFC Preferred / Implementation Date:			
Change Description: Brief description of the change requested		Change Drivers & Benefits: List any drivers which necessitate this change Describe the benefits associated with the change	
CHANGE ASSESSMENT			
Assessed by:		Date Assessed:	
System affected:			
Details of assessment:			
Impact / Risks			
Quality Assurance:			
Constraints / Restrictions			
Change Considerations: Add/Delete as required	Effort:	Daily Rate:	
Impact Analysis			
Design including updating the Design Documentation			
Development			
System Testing			
System Integration Testing			
User Acceptance Testing			
Deployment			
Training			
Project Management			
Cutover/HyperCare			
TOTAL			
Note: - Estimated days may vary from actual days required. This will be communicated to you in the form of an updated version of the RFC.			
BUSINESS BENEFITS			
Impact on Business Benefits: Review expected benefits as outlined in PID and outline impact change will/may have on benefits.			
APPROVAL DETAILS ©			
Supporting Documentation: Reference any supporting documentation used to substantiate this change			
Submitted by Name:		Approved by Name: Purchase Order No:	
Signature:	Date:	Signature:	Date:
_____	__/__/__	_____	__/__/__
Any documentation to support this change should be attached to this document PLEASE FORWARD THIS FORM TO THE CHANGE MANAGER			

APPENDIX J
PERSONAL DATA ANNEX

The CUSTOMER is the Controller of its data and decides what personal data, if any, to allow VERSION 1 to access. This Annex must be completed by CUSTOMER. It is a requirement of GDPR that this Annex is completed, providing the nature and purpose of the processing.

PERSONAL DATA ANNEX	
Subject Matter	
Duration	
Nature & Purpose of the Processing	
Categories of Data Subjects	
Types of Personal Data i.e. any information relating to an identified or identifiable* person.	Demographic Data
	Contact Details
	Financial Data
	Digital Identifiers
	Social Media
	Special Data
	Criminal Offences/Convictions
	Government Identifiers
	Other
Data Transfers	
Other	
Version 1 Customer Rights and Obligations	CUSTOMER'S rights and obligations are described in the MSA.