

From: Richard Boyce[IMCEAEX-
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_CN=RECIPIENTS_CN=RICHARD+20BOYCE1A5C9AED-B324-4D66-BD18-
A7E275E9FEF7BC8@C72A47.ingest.local]
Sent: Thur 11/07/2013 12:51:07 PM (UTC)
To: Hugh Flemington[]; GRO
Cc: simon.clarke[]; GRO; GRO; martin
smith[]; GRO; Rodric Williams[]; GRO;
Susan Crichton[]; GRO; Jarnail A
Singh[]; GRO
Bcc: Richard Boyce[]; GRO
Subject: RE: FJ TSS

Hugh,

As we discussed, the proposed language within the draft Transitional Support Services Change Control Note (TSS CCN) appears immediately below. Following is the language from Clause 25 (Audit) which is referebced.

Any questions, please let me know.

Kind regards

Richard

Richard Boyce | Procurement

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TSS CCN draft language:

- 1.1 In accordance with, and subject addition to, its obligations under clauses Clauses 25.2 and 25.3, 25.3 Fujitsu-
Services shall continue to provide support with respect to any prosecutions of Postmasters with respect to
providing evidence captured by the Horizon system to Post Office in relation to prosecutions and other disputes
(whether civil or criminal) with any third party relating to any fraud or theft or other crime suffered by POL (the
“Court Case Support Services”). The Court Case Support Services shall include any matters whether they
relate to Horizon, HNG-X or any other system provided by or on behalf of Fujitsu to Post Office, its agents or
its subcontractors. Fujitsu shall provide the Court Case Support Services within the timeframes required by
Post Office or the relevant court or other authority.

1.2 The Court Case Support Services shall include without limitation:

- a) the provision of copy reports;
- b) the provision and interpretation of data (including transaction data, event logs, helpdesk call logs, non-pollled data and remuneration data);
- c) the provision of technical reports regarding technical aspects of any system (whether Horizon, HNG-X or otherwise); and
- d) live witness evidence at Court if any of the information provided (including without limitation that provided pursuant to paragraphs a) to c) is challenged.

1.3 ~~12.2~~ The Parties agree that to the extent to which Fujitsu's costs for the Court Case Support Services' costs are not recovered via the charges~~Charges~~ relating to the Security Management Service (for example where additional resource is required), Fujitsu Services shall be entitled to charge (and the Post Office shall pay) such additional reasonable and demonstrable costs provided Fujitsu Services can evidence such costs to the Post Office's reasonable satisfaction and wherever possible agree them in advance with Post Office.

1.4 ~~For the avoidance of doubt, this entitlement~~ the Parties agree the provision of the Court Case Support Services shall continue after expiry or termination of this Agreement in perpetuity.

Language from the HNGx Agreement:

Clause 25.2

25. Audit

25.1 Fujitsu Services shall keep or cause to be kept the Records.

25.2 Fujitsu Services shall grant or procure the grant to Post Office, any statutory or regulatory auditors of Post Office and their respective authorised agents the right of reasonable access to the Records and shall provide all reasonable assistance at all times for six years after the creation of the relevant Records for the purposes of carrying out an audit of Fujitsu Services' compliance with this Agreement including all activities, Charges, performance, security and integrity in connection therewith. Each Party shall bear its own expenses incurred pursuant to this Clause. On termination, Fujitsu Services shall within a reasonable time to be agreed by the Parties, transfer the Records to Post Office or a Next Supplier, as instructed by Post Office. Following settlement of all Charges due and payable under this Agreement, Fujitsu Services shall be released from any further liabilities under this Clause 25 in relation to such Records.

25.3 Without prejudice to the foregoing, in the event of an investigation into suspected fraudulent activity or other impropriety by Fujitsu Services or any third party, Post Office reserves for itself, any statutory or regulatory auditors of Post Office and their respective authorised agents the right of immediate access to the Records

described in Clauses 25.1 and 25.2 and Fujitsu Services agrees to render all necessary assistance to the conduct of such investigation at all times during the currency of this Agreement or at any time thereafter. To the extent any fraudulent activity or impropriety is found to be attributable to Post Office as a result of that investigation, Post Office shall take all reasonable measures to prevent recurrence of its acts or omissions that resulted in such fraudulent activity or impropriety.

- 25.4 Fujitsu Services shall provide Post Office at no additional cost with copies of the annual and interim audited accounts of Fujitsu Services and its approved subcontractors within 14 days of such accounts having been lodged at Companies House or the relevant local equivalent to Companies House.
- 25.5 The Parties shall comply with the provisions of Schedule D5.
- 25.6 All information obtained by Post Office or Post Office's Agents pursuant to this Clause 25 and Schedule D5 shall be treated as Confidential Information.
- 25.7 Notwithstanding the provisions of this Clause 25 and anything else to the contrary in this Agreement, all access to the audit trail of Transactions held by Fujitsu Services in respect of Transaction data created on or after the date of commencement of NB Pilot (Soft Launch) shall be conducted as Audit Record Queries and shall be subject to the limits and Service Level Targets set out in the information retrieval and audit sections of the following CCDs, as applicable in accordance with the provisions of Schedule B3.1: "Service Description for the Security Management Service" (CS/SER/016) and "Security Management Service: Service Description" (SVM/SDM/SD/0017).

Clause 25.3

Without prejudice to the foregoing, in the event of an investigation into suspected fraudulent activity or other impropriety by Fujitsu Services or any third party, Post Office reserves for itself, any statutory or regulatory auditors of Post Office and their respective authorised agents the right of immediate access to the Records described in Clauses 25.1 and 25.2 and Fujitsu Services agrees to render all necessary assistance to the conduct of such investigation at all times during the currency of this Agreement or at any time thereafter. To the extent any fraudulent activity or impropriety is found to be attributable to Post Office as a result of that investigation, Post Office shall take all reasonable measures to prevent recurrence of its acts or omissions that resulted in such fraudulent activity or impropriety.

Records are defined as:

"Records"	means the full and accurate records relating to the performance of the Services;
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From: Hugh Flemington

Sent: 11 July 2013 13:09

To: Richard Boyce

Cc: simon.clarke; GRO; martin smith; Rodric Williams; Susan Crichton; Jarnail A Singh

Subject: FJ TSS

Plse would you mail everyone on this mail the latest criminal support services we are contracting with FJ for in the draft TSS (which is meant to take us from 2015 to 2017 with FJ)

Simon / Martin – when you see it plse advise of any amends re service scope and duration.

Am thinking this element of service may need to be indefinite or for a longer period than March 2017? The alternative is that we obtain services from them as and when needed on a case by case basis.

Thanks

Hugh Flemington | Head of Legal



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