

FUJITSU RESTRICTED
COMMERCIAL IN CONFIDENCE

Fujitsu Services Ltd COMMERCIAL TERMS	CT NO: 1542
CT TITLE: HNG-X Suspend Data Purging for 12 months	CP NO: 5818 (1261) Post Office Ref: B&PO029
RELEASE: Release Independent	OFFER EXPIRY DATE: 23 rd June 2014
CT RAISED BY: Don Southey	RAISED DATE: 29 th May 2014
ATTACHMENTS: YES / NO	NUMBER OF ATTACHMENTS: 0
CONTINUATION CT: YES / NO	PREVIOUS CT(s): N/A
PREVIOUS ROM: YES / NO	ROM REFERENCE: ROM3170
FUJITSU SERVICES SPONSOR: Alex Kemp	
POST OFFICE BUSINESS OWNER: Dave Ireland	
SUBMISSION TO POST OFFICE DATE: 2 nd June 2014	

Part A - Fujitsu Services Offer

Fujitsu Services Limited ("Fujitsu Services") offers to provide, on the Commercial Terms referred to above, the goods and/or services described in the Work Package or Work Package Element detailed below (the "Work Package (Element)").

<i>Signed for and on behalf of Fujitsu Services Limited:</i>	
Name	Sarah Guest
Title	Commercial Manager
Date of Signature	2 nd June 2014

Part B - Post Office Ltd Acceptance

Post Office Ltd accepts Fujitsu Services' offer and agrees to purchase the Work Package Element on the Commercial Terms referred to above.

Purchase Order Number <i>(For PO Ltd Use)</i>	
<i>Signed for and on behalf of Post Office Limited:</i>	
Name	
Title	
Date of Signature	

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DEVELOPMENT LIFECYCLE STAGE: <i>(strikethrough as not applicable)</i>	
Stage 1: Strategic Approval	Stage 4: Solution Specification
Stage 2: Start Up & Feasibility	Stage 5: Solution Build & Test
Stage 3: Requirements Analysis	Stage 6: Implementation
Not Applicable	
Scope of Deliverables: <i>(strikethrough as not applicable)</i>	
Hardware	Documentation
Software	Other
Services	
COMMERCIAL CHARGE MECHANISM TYPE: <i>(strikethrough as not applicable)</i>	
Time & Materials	Fixed Price
No Charge	Other (Specify):
Information Only	
SUMMARY OF WORK:	
<p>Fujitsu work required to enable suspension of data purging (Audit and call data) and continue for 12 months total, as requested in ROM Request CRO3170 and B&P0029. This CT provides sufficient additional storage to increase the Audit data storage capacity from 7 years to 8 years and associated configuration changes.</p>	
RELATED WORK PACKAGE DESCRIPTION: (the "WORK PACKAGE")	
<p>Fujitsu will perform the following activities</p> <ol style="list-style-type: none"> 1. Re-plan the work associated with CT1490 (Audit Storage replacement) to enable suspension of Audit data purging at earliest practicable date. 2. Liaise with Post Office Ltd to agree and confirm/amend date to suspend data purging. 3. Present early Test results to confirm readiness of new Audit storage. 4. Configure applications and TWS job schedule to cease purging old data. 5. Procure and bring into service additional storage capacity for new Audit data storage. 6. Liaise with Post Office Ltd to confirm the date to resume data purging. 7. Change TWS schedule and configure applications to recommence purging old data. <p>NB. As previously noted (ROM response 3170), any requirement to extend suspension of data purging beyond a total of 12 months will require a new and separate Change Request to be agreed by Fujitsu. Otherwise, at the end of 12 months suspension of purging, and unless Post Office Ltd have requested it earlier, data purging will be resumed.</p>	
RELATED WORK PACKAGE OUTPUTS:	
<ol style="list-style-type: none"> 1. Plan produced and updated as required to confirm achievable timelines 2. Test results produced for new Audit data storage (Pen Test, data storage/retrieval tests) 3. Confirmation of suspension of data purging on/from agreed date 4. Reports on progress and/or testing, produced weekly/fortnightly as appropriate 5. Confirmation of commissioning of extra storage capacity 6. Confirmation of recommencement of data purging on/from agreed date. 	

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RELATED WORK PACKAGE ELEMENT(S) (IF ANY): (the "WORK PACKAGE ELEMENT") N/A
RELATED CCN NUMBER (IF ANY) and TYPE (e.g. Support/Maintenance Costs, CCD Update, Contract Amendment): A future CCN to be raised for ongoing additional Support/Hosting costs to end of contract.
IMPLEMENTATION TIMETABLE: To be agreed by the parties on approval of these Commercial terms, although due to the timescales involved prompt approval is being sought. This estimate is based on Fujitsu's current understanding of the business requirement, the overall forward schedule (including, but not limited to, Belfast Refresh, Test Rigs, etc.) and already approved and scheduled work which may be in progress or due to commence. Changes and/or re-prioritisations of entries in this schedule may be required as a result of potential impacts/conflicts relating to resource and infrastructure caused by this CT. In the event that changes to delivery timescales are identified by Fujitsu or Post Office Ltd, such changes shall be discussed and agreed at the Demand Planning Forum and managed via change control.
STANDARD TERMS AND CONDITIONS APPLICABLE (SUBJECT TO VARIATIONS DESCRIBED BELOW) TO THE WORK PACKAGE OR WORK PACKAGE ELEMENT(S) (AS APPLICABLE) (Incorporated by reference): CCD entitled "Standard Terms and Conditions for Work Orders" (BP/STD/003 v3.0) applies (the "AGREED TERMS AND CONDITIONS")
VARIATIONS TO AGREED TERMS AND CONDITIONS: N/A

CONDITIONS TO WHICH THE CONCLUSION OF WORK UNDER THE WORK PACKAGE OR WORK PACKAGE ELEMENT IS SUBJECT
Acceptance (Acceptance Criteria & Method): <i>Detail criteria and method (as per Schedule B6.3 Annex C) or Requirements Catalogue reference:</i> 1. Plan produced and updated as required to confirm achievable timelines Acceptance Criteria: Receipt by Post Office Ltd of the Plan and/or updates specified Acceptance Method: Statement of Fact 2. Test results produced for new Audit data storage (Pen Test, data storage/retrieval tests) Acceptance Criteria: Receipt by Post Office Ltd of the outputs produced Acceptance Method: Statement of Fact

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3. Confirmation of suspension of data purging on/from agreed date
 Acceptance Criteria: Receipt by Post Office Ltd of the confirmation specified
 Acceptance Method: Statement of Fact

4. Reports on progress and/or testing, produced weekly/fortnightly as appropriate
 Acceptance Criteria: Receipt by Post Office Ltd of the reports produced
 Acceptance Method: Statement of Fact

5. Confirmation of commissioning of extra storage capacity
 Acceptance Criteria: Receipt by Post Office Ltd of the confirmation specified
 Acceptance Method: Statement of Fact

6. Confirmation of recommencement of data purging on/from agreed date.
 Acceptance Criteria: Receipt by Post Office Ltd of the confirmation specified
 Acceptance Method: Statement of Fact

Dependencies (e.g. Third Party or Technical): *Specify dependency and performing party:*

1. Fujitsu TPG complete installation and commissioning of new Audit Storage (CT1490)
2. NCC to agree Scope and undertake the Pen Testing of new Audit Storage (in CT1490)
3. NCC delivery of a Report from Pen Testing (as agreed for CT1490)
4. Fujitsu TPG to supply, install and commission the additional Audit storage capacity

Post Office Responsibilities:

1. Engagement with Project team to agree the practicable Plan dates and inform stakeholders
2. Confirm acceptance of initial and ongoing costs of extra storage capacity
3. Timely acceptance of Work Package Outputs
4. Confirm acceptance of Test results and of reliance on new Audit storage for new data
5. Maintain liaison with Fujitsu Project team and agree date when purging may recommence
6. Post Office to agree that new audit records will be exclusively stored on the new audit storage

Other:

None identified

CONDITIONS OF THE OFFER SET OUT IN THE SIGNATURE SECTION: N/A

PRICE

Resources

Task <i>(Man-days grades are SMPS, SCM, C)</i>	Number of Man-Days	Man-Day Rate	Estimated Task Sub Total
Plan and amendments	0.5	£1,105.00	£552.50
Provide test results	0.5	£1,105.00	£552.50
Configure to stop purging	1	£1,105.00	£1,105.00

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Date:

PGM/CHM/TEM/0005

V3.0

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Configure to restart purging	0.5	£1,105.00	£552.50
Estimated Man-Day Total	2.5		£2,762.50
Task <i>(Man-Hours grades are UL, LSE, SSE, SE)</i>	Number of Man-Hours	Man-Hour Rate	
Plan and amendments	18.5	£115.53	£2,137.31
Plan and amendments	3.7	£98.20	£363.34
Liaise to agree "suspend" date	7.4	£115.53	£854.92
Provide test results	22.2	£115.53	£2,564.77
Provide test results	14.8	£98.20	£1,453.36
Configure to stop purging	14.8	£115.53	£1,709.84
Configure to stop purging	22.2	£98.20	£2,180.04
Bring into service extra capacity	29.6	£115.53	£3408.14
Bring into service extra capacity	14.8	£98.20	£1,453.36
Liaise to agree "resume" date	3.7	£115.53	£427.46
Liaise to agree "resume" date	3.7	£98.20	£363.34
Configure to restart purging	14.8	£115.53	£1,709.84
Configure to restart purging	14.8	£98.20	£1,453.35
Estimated Man-Hour Total	185		£20,090.63
Estimated Total Value			£22,853.13

Other Charges

Task or Materials	Quantity	Price	Item Sub Total
P:rogramme Governance	1	£3,427.97	£3,427.97
Supply of additional storage capacity	2	£11,300	£22,600.00
Installation of extra storage capacity	1	£5,167	£5,167.00
Hosting/support charge increment per month during purging suspension	12	£1,112.30	£13,347.60
Other Charges Total			£44,542.57

GROSS PRICE	£67,395.70
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PAYMENT PLAN/TERMS OF PAYMENT:

The man-days and man-hours (as appropriate) in respect of each activity under this CT will be charged on an 'actuals' Time and Materials basis including where work is required to rectify failures to meet any Acceptance Criteria as listed in this CT and with the Other Charges will be invoiced monthly in arrears. Payment by Post Office Ltd is due within 30 days of receipt of invoice.

This CT was impacted based on an activity estimate to deliver the associated Post Office Ltd RWP/CR and no contingency provision has been included. It is possible that the actual effort required to deliver this CT will exceed the estimate and, should this occur, Fujitsu will raise a separate CT to cover the additional spend unless Post Office Ltd has pre-agreed funding for likely risk elements.

Fujitsu will use reasonable endeavours to give Post Office Ltd early notification if the estimated Time and Materials are likely to be exceeded and a further Work Order is required.

For the avoidance of doubt, the amounts estimated in respect of individual activities defined in 'Gross Price' (above) may be exceeded, providing the total estimate in 'Gross Price' is not exceeded.

Notwithstanding any rates listed in these CTs, charges will be invoiced at the rates applicable in the Financial Year in which the service is provided.

All sums payable under these Commercial Terms are stated exclusive of VAT.

OTHER: N/A