

Cosy - Horizon

**Knights, Andrew**

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**From:** john.g.cool [GRO]  
**Sent:** 05 September 2001 10:52  
**To:** Forrest Hilary  
**Cc:** myles.blewett [GRO]; andrew.knights [GRO]  
keith.k.baines [GRO]; mike.j.hannon [GRO]  
**Subject:** RE: Network Banking Contract Meeting held on 23 August



Mac Word 3.0

Hilary

I have revised the meeting notes as requested to refer to Pathway as a Data Processor in point 8 of the issues list.

regards

Chris

(See attached file: NBSContractMtg230801v2.doc)

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**Notes of the Contract Meeting held on 23<sup>rd</sup> August 2001**

Attendees: Colin Lenton-Smith (CLS)  
Hilary Forrest (HF)  
Tony Hayward (TH)  
Myles Blewett (MB)  
Keith Baines (KB)  
Mike Hannon (MH)  
Andrew Knights (AK)  
Chris Brookes (CB)

1. The purpose of the meeting was to review changes to the Codified Agreement Clauses (version 4.0a dated 17/8/01) and Definitions (version 3.0a dated 17/8/01) in order to provide for the Network Banking Service. The changes proposed by POCL were issued to Pathway on 17<sup>th</sup> August for review. MB presented Pathway's response at the meeting.
2. The following changes were agreed:

Clause	Action	Who
Table of Contents	Update in line with changes to document	CB
Recitals (b) (ii)	Replace "the POCL Services (as hereinafter defined) with "and for certain services"	CB
Recitals (h)	POCL drafting agreed, but add "The Contractor produced a systems requirements specification setting out its proposals in response to those requirements."	CB
105.1	Similar wording to be included in CCNs	MB
211	POCL drafting	
212	POCL drafting	
301.11	POCL drafting	
402.1	Add "This Clause 402 and Schedules L1 to L5 shall not apply in respect of the NBS" Remove draft note	CB
406.1	Add "other than in respect of the introduction of the NBS"	CB
410	POCL drafting	
411.1	Add "This Clause 411 and Schedule A11 shall not apply in respect of the NBS"	CB
413	POCL drafting except as below:	

413.2	Add [ ] following “timetable in”	
413.3	Add “For the avoidance of doubt, the NBS is not a Core System Service or an Additional POCL Service”	CB
413.4	Change to “provide the services set out in Schedule N5”	CB
413.5	Change to “perform the Network Banking Transfer Service when required by this Codified Agreement”	CB
802.2	POCL drafting	
810.7	Change to “resolve by 20 <sup>th</sup> December 1999 all agreements to agree which are outstanding at 28 <sup>th</sup> July 1999	CB
904	Add “and the Network Banking Transfer Service as set out in Schedule N6”	CB
<b>Definitions</b>	<b>Action</b>	<b>Who</b>
	Change definition of Network Banking Service to “the obligations of the Contractor pursuant to Clause 413”	CB
	Add definition of NBS as for Network Banking Service	CB
	Add definition of Network Banking Transfer Service “the service set out in Schedule N6”	CB
	Change POCL Responsibilities to include the responsibilities and obligations set out in N1 and N3	CB

3. The following issues were raised and will require further discussion:

No.	Clause	Issue	Who
1	102.5.1 and 702.6	Pathway proposed to incorporate the SRS into the SADD after the CCN is signed. POCL will review how and when the SADD will be amended following provision of a draft of Schedule N1. It was agreed that if the SRS is incorporated into the SADD, there is no requirement for the SRS to be a CDD	KB
2	102.10	Pathway concerned about the proposed removal of “or the POCL Services” and proposed adding “other than the NBS”. POCL agreed to consider as a working assumption	KB
3	106.11	Pathway concerned that this clause will oblige them to install NBS in mobile outlets. Need to consider exclusions.	TH
4	506.4	Pathway pointed out that a licence will be required for WebRiposte, and that this clause will require	CB

		amendment because it only applies to granting sub-licences as at the time of entering into the Agreement	
5	513	The clause regarding Riposte 32 Software was included to mitigate against the risk raised during the procurement. The same principle applies now to the WebRiposte software, and a similar arrangement is required. A definition of the list of software comprising WebRiposte needs to be agreed. Pathway to consider	HF
6	605.1	POCL drafting agreed, but MB proposed adding N1. MB expects to include POCL responsibilities in regard to NBS in N1. There may be problem completing N3 in time. POCL concerned that responsibilities are clear	MB
7	606.2	POCL drafting agreed, but Pathway to consider arrangements for NBS.	MB
8	609	Change to 1998. Pathway anticipate that their obligations as Data <del>Processor</del> Controller will need to be carefully defined. POCL expect requirements to be fairly limited and linked to the reconciliation service. Changes will probably impact A2	MB 
9	801.2	Pathway view is that the obligation to maintain records for 7 years should only apply to those records created from the commencement of the NBS. Pathway to provide suggested drafting	MB
10	809.1 (b)	Pathway to consider how their obligations are affected by the provision of the NBS. Agreed to hold meeting in W/C 3/9 at Pathway office. CLS to arrange.	CLS
11	902	Pathway proposed that NBS should be separately terminable from the Core System Service, for example in the event of a material breach of the obligations of N1. Pathway to prepare detailed proposal for POCL to consider	MB
12	1004	POCL view is that a new Fujitsu guarantee will be required. Pathway to consider	MB
	<b>Definitions</b>	<b>Issue</b>	<b>Who</b>
13		Pathway concern that NBS is not covered by the term Roll Out. Need to check how Roll Out is used in the Agreement and in the CCDs.	CB

4. It was agreed that the next meeting will be held on 4<sup>th</sup> September as planned.

Pathway have scheduled an internal review of N1 for the 14<sup>th</sup> September and expect to be able to release it in w/c 17<sup>th</sup>.