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**SCHEDULE B1.2****SIP****Version History**

<b>Version No.</b>	<b>Date</b>	<b>Comments</b>
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
1.1	26/09/06	Minor corrections
2.0	25/01/07	Baseline copy of 1.1
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	14/09/09	Adding provisions for SIP Executive Meetings
7.0	10/05/10	Moving all schedules to V7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to V8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Moving all schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Moving all schedules to V12.0
13.0		Moving all Schedules to V13.0

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**SYSTEMS INTEGRATION PARTNERSHIP**

**SCHEDULE B1.2**

**1. OBJECTIVES**

- 1.1 The Parties intend that the SIP will act as a means of achieving the Joint Objectives set out in Recitals (E)(d) to (g) (inclusive) of this Agreement.
- 1.2 The Parties agree that the key objectives of the SIP will be to:
  - 1.2.1 identify initiatives to achieve Strive, with a particular emphasis on the delivery of value added opportunities;
  - 1.2.2 propose methods and processes for the management and overseeing of the application and development of Post Office's information technology systems, so as to drive value from Post Office's investment in information technology and meet its overall business objectives; and
  - 1.2.3 provide a mechanism through which innovative techniques, applications and solutions can be developed and used to achieve the Joint Objectives set out in Recitals (E)(d) to (g) (inclusive) of this Agreement.

**2. OPERATION OF SIP**

- 2.1 In connection with the SIP, Post Office shall have the option exercisable from time to time to request and Fujitsu Services shall provide, subject to and in accordance with paragraph 5, one or more personnel up to a maximum of 15 Fujitsu Services personnel at any one time, or such other numbers of Fujitsu Services personnel as the Parties may agree from time to time, to form part of the SIP Team, each such individual being a "Fujitsu Services SIP Team Member".
- 2.2 Members of the SIP Team shall be deployed by Post Office in accordance with paragraph 4.1.2 and each member shall be under the day to day management of Post Office in relation to the tasks performed by that member in accordance with paragraph 2.4.
- 2.3 Upon provision of a Fujitsu Services SIP Team Member in accordance with paragraph 5, the SIP Lead Manager will:
  - 2.3.1 provide success criteria and objectives for the duration of that member's engagement, as agreed with the Fujitsu Services Subject Lead for the Systems Integration Partnership and Executive Relationship; and
  - 2.3.2 have the right at all times, upon reasonable grounds, to require Fujitsu Services to remove a Fujitsu Services SIP Team Member prior to the end of the term of their engagement as a member of the SIP Team, and (if requested in

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accordance with paragraph 5.1) to replace a Fujitsu Services SIP Team Member, and Fujitsu Services shall comply with such request as soon as reasonably practicable following receipt. In each case Post Office shall not incur any liability in relation to any such removal or replacement. At Fujitsu Services' request, Post Office shall provide Fujitsu Services with its reasons for requiring Fujitsu Services to remove a Fujitsu Services SIP Team Member.

- 2.4 The members of the SIP Team shall carry out such tasks as are allocated to them by Post Office from time to time to meet the objectives in paragraph 1, including tasks in the following areas and for the following purposes:

- 2.4.1 to take the lead in establishing and developing the enterprise architecture, the associated programme management and selection of suitable related information tools and processes;
- 2.4.2 to carry out scoping, strategy and feasibility studies from time to time as requested by Post Office;
- 2.4.3 to propose and identify appropriate development methodologies for use on new projects and programmes of work;
- 2.4.4 to propose and drive initiatives to achieve net savings in Post Office's costs in respect of current and future IT developments;
- 2.4.5 to assist in formulating and documenting Post Office IT strategic plans;
- 2.4.6 to assist in formulating and validating Post Office business cases (including the specification of Post Office's business requirements relating to information systems and services);
- 2.4.7 to provide or facilitate the provision of to Post Office information relating to and/or access to new technology, concepts and techniques developed or accessible by the Fujitsu Services Group or Fujitsu Limited:
  - 2.4.7.1 where such information or access would be relevant to and capable of application to the Services or Fujitsu Services' role (if appointed)\_as Preferred Systems Integrator; and
  - 2.4.7.2 only in so far as Fujitsu Services is entitled to provide to Post Office such information or access;
- 2.4.8 to carry out initiatives brought by Fujitsu Services into any strategies that:
  - 2.4.8.1 create net savings in Post Office's non-IT costs; or
  - 2.4.8.2 create additional revenue from new product developments; and

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2.4.9 to undertake requirements assurance to determine whether initiatives meet Post Office's business objectives.

2.5 Fujitsu Services shall ensure it provides members for the SIP Team in accordance with paragraph 5 who have such skills, expertise, access to and knowledge of technology as required to perform the role requested in accordance with paragraph 5.1.1 and to meet the objectives in paragraph 1.

**3. SIP RELATIONSHIP AND GOVERNANCE**

3.1 The governance of the SIP shall be in accordance with the Systems Integration Partnership and Executive Relationship as set out in Schedule A2 and any Disputes arising in respect of this Relationship shall be dealt with in accordance with Schedule A2 to this Agreement.

3.2 The Parties agree that the provisions relating to the SIP in Schedule A2 will be used as means of deploying, and utilising, the SIP Team effectively on tasks with a view to leading to the achievement of Gain Share.

**4. SIP LEAD MANAGER RESPONSIBILITIES**

4.1 In relation to the SIP, the SIP Lead Manager shall be responsible for:

4.1.1 requesting members of the SIP Team;

4.1.2 deploying and managing members of the SIP Team, subject to any directions given by the Systems Integration Partnership and Executive Relationship;

4.1.3 reporting on SIP activities and achievements to the Systems Integration Partnership and Executive Relationship;

4.1.4 approving replacements of, or removing, members of the SIP Team from time to time; and

4.1.5 producing and maintaining a rolling plan for the activities to be undertaken by members of the SIP Team.

**5. POST OFFICE ORDERING OF SIP RESOURCE**

5.1 Any request for Fujitsu Services member(s) of the SIP Team shall be made by the SIP Lead Manager to Fujitsu Services in accordance with Schedule D2 as a request for a Work Package and such request shall specify in writing (as a minimum):

5.1.1 the proposed role, skills and expertise required;

5.1.2 the preferred start date; and



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- 5.1.3 the proposed duration of the proposed engagement.
- 5.2 Following a request under paragraph 5.1, Fujitsu Services shall offer as soon as reasonably practicable appropriate member(s) for the SIP Team for the proposed role(s) in accordance with Schedule D2 in response to that request for a Work Package, being either a person:
  - 5.2.1 specifically requested by Post Office; or
  - 5.2.2 if no such request is made or that person is unavailable, a person Fujitsu Services considers suitable for the proposed role.
- 5.3 Post Office shall have the right, at its sole discretion, to approve or reject any person put forward by Fujitsu Services for a proposed role but shall otherwise take up the offer made by Fujitsu Services, if it wishes to do so, by means of a Work Order in accordance with Schedule D2.
- 5.4 Each engagement of a Fujitsu Services SIP Team Member shall be subject to the terms and conditions set out in annex D of the CCD entitled "Standard Terms and Conditions for Work Orders" (BP/STD/003) and the execution of a personal confidentiality undertaking pursuant to paragraph 10.
- 5.5 Notwithstanding the agreed duration for the engagement of a Fujitsu Services SIP Team Member as a member of the SIP Team, Fujitsu Services shall be entitled to undertake rotation of Fujitsu Services SIP Team Members, planned in consultation with Post Office, to ensure members of the SIP Team provided by Fujitsu Services have the requisite skills and/or knowledge refresh. For the purposes of this paragraph 5.5, 'rotation' shall mean the removal of a Fujitsu Services SIP Team Member from the SIP Team and his replacement and/or his allocation to a different role within the SIP Team.
- 5.6 If required by Post Office, Fujitsu Services will procure that the relevant Fujitsu Services SIP Team Member will undertake his or her duties at a Post Office site as directed by the SIP Lead Manager.
- 5.7 Fujitsu Services shall not be obliged to make any Fujitsu Services SIP Team Member available for service during any period of incapacity on the part of that member due to illness or injury. In such circumstances, Post Office shall have the right to require the removal of that individual from the SIP Team in accordance with paragraph 2.3.2 where such individual is incapacitated for a period of one month or more (as aggregated) during the term of his or her engagement and such right shall, for the purposes of paragraph 2.3.2, be deemed to be upon reasonable grounds in such circumstances.

**6. CHARGES FOR SIP RESOURCE**

The SIP Charges shall apply in accordance with the provisions of paragraph 11 of Schedule D1.

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## **7. GAIN SHARE**

- 7.1 On the basis that the SIP Charges are derived from Fujitsu Services' costs of employment as described in paragraph 11 of Schedule D1, the Parties intend that the mechanism of Gain Share will operate as a means of recognising contributions made by the SIP Team in achieving the Joint Objectives set out in Recitals (E)(d) to (g) (inclusive) of this Agreement.
- 7.2 Accordingly, the sharing of any benefits resulting from cost saving initiatives or future development work arising out of the tasks carried out by the SIP Team shall be determined in accordance with Schedule D3.

## **8. FUJITSU SERVICES RESPONSIBILITY**

Fujitsu Services shall be responsible for the acts and omissions of Fujitsu Services SIP Team Members as though such acts or omissions were Fujitsu Services', save if and to extent such acts or omissions directly relate to tasks duly performed by Fujitsu Services SIP Team Members that have been allocated to such individuals in accordance with paragraph 2.4 under Post Office management pursuant to paragraph 2.2, in which case, notwithstanding Clause 58, Post Office shall, without prejudice to paragraph 2.5 of this Schedule and clause 9.2 of Annex D of the CCD entitled "Standard Terms and Conditions for Work Orders" (BP/STD/003), be responsible for such acts and omissions.

## **9. POST OFFICE INDEMNITY**

Post Office shall indemnify and keep indemnified Fujitsu Services against any and all liability suffered or incurred by Fujitsu Services as a result of claims made against it by any of the Fujitsu Services SIP Team Members arising out of or in connection with, during the course of performing their role as a Fujitsu Services SIP Team Member, acts or omissions of Post Office, its employees, contractors or SIP Team members (other than SIP Team members provided by Fujitsu Services) (including, without limitation, any acts or omissions in respect of the Post Office exercising its rights under paragraphs 2.3.2 or 5.7), if and to the extent such acts or omissions constitute harassment or discrimination by the Post Office.

## **10. CONFIDENTIALITY**

### **10.1 In relation to the SIP:**

10.1.1 Fujitsu Services shall procure that each Fujitsu Services SIP Team Member shall execute a personal confidentiality undertaking in the form attached in the Annex A to this Schedule B1.2 which shall govern the disclosure of Confidential Information insofar as such Confidential Information is obtained in the course of that person carrying out his or her role in the SIP and which:

10.1.1.1 relates to IT technologies and solutions, service management, prices, services, contracts or other proprietary information or commercial

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affairs of Post Office, a member of the Royal Mail Group or any IT suppliers; or

10.1.1.2 relates to any procurement or other supplier selection activity undertaken by Post Office; or

10.1.1.3 relates to Post Office's management of Fujitsu Services and its subcontractors or its management of other IT suppliers, including without limitation, budgets, business cases, project authorisation, change control and disputes; or

10.1.1.4 relates to the specification, review and approval of work that may be awarded to Fujitsu Services or other IT suppliers; or

10.1.1.5 is normally only accessible by employees of Post Office or a member of the Royal Mail Group and to which the Fujitsu Services SIP Team Member is given access in the course of carrying out his or her assignment with Post Office and was made aware or ought reasonably to have been aware of such restricted access; or

10.1.1.6 is stated in writing by Post Office to be Confidential Information disclosed for the purposes of the activities of the SIP,

("SIP Confidential Information");

10.1.2 Fujitsu Services shall ensure that all employees and directors of Fujitsu Services who work with Fujitsu Services SIP Team Members are aware that such members are required to keep SIP Confidential Information confidential and that if such employees or directors should obtain any SIP Confidential Information that they too shall keep it confidential and keep it secure in the same way as Fujitsu Services secures its own Confidential Information.

10.1.3 At any time on written demand from Post Office, the SIP Confidential Information and all documents and other materials in which it is contained (including all copies) in the possession or control of Fujitsu Services SIP Team Members, Fujitsu Services, a member of the Fujitsu Services Group or a subcontractor of Fujitsu Services shall be delivered to Post Office or destroyed, if Post Office so chooses, as soon as is reasonably practical;

10.1.4 Fujitsu Services shall:

10.1.4.1 procure that each Fujitsu Services SIP Team Member complies with the terms and conditions of his or her personal confidentiality undertaking entered into in accordance with paragraph 10.1.1;

10.1.4.2 ensure that no employee of Fujitsu Services, a member of the Fujitsu Services Group or its subcontractors who is not a Fujitsu Services SIP

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Team Member solicits disclosure of any SIP Confidential Information from any Fujitsu Services SIP Team Member; and

10.1.4.3 ensure that SIP Confidential Information in the possession or control of each Fujitsu Services SIP Team Member in tangible form is returned to Post Office and all electronic copies of such information in the possession or control of the Fujitsu Services SIP Team Member are irretrievably deleted on completion of that Fujitsu Services SIP Team Member's assignment to the SIP;

10.1.5 this paragraph 10 shall not be deemed to imply the grant of Fujitsu Services' agreement or consent to the disclosure by Post Office to a third party of (i) any Confidential Information under this Agreement or (ii) other information disclosed to Post Office by Fujitsu Services pursuant to an obligation of confidentiality; and

10.1.6 Post Office shall ensure that it has obtained all agreements and consents necessary for the disclosure of any third party information to Fujitsu Services SIP Team Members, including as may be required under the FOIA or the EIR, in respect of which paragraph 2.9 of Schedule A4 shall apply.

## 11. SIP AND EXECUTIVE RELATIONSHIP

11.1 In relation to the SIP and Executive Relationship meetings Fujitsu Services shall procure that before any disclosure or discussion of SIP Confidential Information takes place;

11.1.1 both parties will sign the Confidentiality Agreement attached to this Schedule as Annex B;

11.1.2 each FS SIP and Executive Relationship member (As defined in Annex B to this Schedule, paragraph 1.1) must sign a SIP and Executive Relationship Undertaking Form, attached as Annex C to this Schedule; and

11.1.3 each FS SIP and Executive Relationship member must have read and understood the provisions of the Confidentiality Agreement.

## 12. ASSOCIATED DOCUMENTS

12.1 The following CCDs are associated with this Schedule B1.2:

	Document Reference	Document Title
1.	BP/STD/003	Standard Terms and Conditions for Work Orders

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12.2 There are no CRDs associated with this Schedule B1.2.



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**ANNEX A**

**Form of Undertaking**

To: [ ]

Fujitsu Services Limited.  
Post Office Account  
Lovelace Road  
Bracknell  
Berks RG12 8SN

1. I am [an employee of][contracted to] Fujitsu Services Limited and have been assigned to a role in the Systems Integration Partnership established by Post Office Limited.
2. I confirm that I have received a copy of the confidentiality provisions set out in paragraph 10 of Schedule B1.2 of the Agreement between Post Office Limited and Fujitsu Services Limited dated 28th July 1999 (as amended) relating to information I may receive in that role (the "Confidentiality Provisions").
3. I will deal with all SIP Confidential Information in accordance with the manner prescribed in the Confidentiality Provisions and I undertake to keep such information safe and confidential, as set out in the Confidentiality Provisions. 5. The definitions contained in the Confidentiality Provisions shall apply in this undertaking.
6. I, the undersigned individual, acknowledge and agree that nothing in this undertaking shall confer on any third party any benefit, nor the right to enforce any of its provisions.

Signed:

Name:

Date:

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## **ANNEX B – Confidentiality Agreement**

### **Acceptance of Information in Confidence from Post Office LTD.**

#### **BETWEEN**

1. **POST OFFICE LTD.** Registered in England and Wales, under registered number 2154540, whose registered office is 148 Old Street, London EC1V 9HQ ("POL"), and; **Fujitsu Services Limited** whose registered office is at 22 Baker Street, London W1U 3BW ("Fujitsu").

#### **RECITAL**

Pursuant to arrangements between the parties, a Systems Integration Partnership ("SIP") has been established (as defined below). Members of the SIP and Executive Relationship (as defined below) will discuss Special Confidential Information (as defined below) and the parties have agreed that the following terms shall apply to such provisions.

#### **AGREEMENT**

1. Definitions used in this Agreement:
  - 1.1. **Fujitsu SIP and Executive Relationship Member** means a Fujitsu employee attending the SIP and Executive Relationship meeting.
  - 1.2. **Fujitsu SIP Member** means an employee of Fujitsu or an individual who, whilst not an employee, performs the tasks of employees under contract to Fujitsu who, by agreement between the parties, is assigned to a role in the SIP.
  - 1.3. **Other Agreements** means the agreement between POL and Fujitsu dated 28 July 1999 and any other written non-disclosure or confidentiality agreement between them;
  - 1.4. **Other IT Suppliers** means any company other than Fujitsu (and its subcontractors) which provides (or is being considered as a potential provider of) IT services, other services or equipment to POL.
  - 1.5. **SIP and Executive Relationship** means a contractual meeting to govern the Systems and Integration Partnership and Executive Relationship set out in Schedule A2 of the Main Agreement.
  - 1.6. **Special Confidential Information** means information which the Fujitsu SIP Members obtain in the course of carrying out their roles in the SIP and which:

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- 1.6.1. relates to IT technologies and solutions, service management, prices, services, contracts or other proprietary information or commercial affairs of Other IT Suppliers; or
  - 1.6.2. relates to any procurement or other supplier selection activity undertaken by POL; or
  - 1.6.3. relates to POL's management of Fujitsu and its subcontractors or its management of Other IT Suppliers, including without limitation, budgets, business cases, project authorisation, change control and disputes; or
  - 1.6.4. relates to the specification, review and approval of work that may be awarded to Fujitsu or Other IT Suppliers; or
  - 1.6.5. is normally only accessible by employees of POL, its holding company or a member of its holding company's group and to which the Fujitsu SIP and Executive Relationship Member has access in the course of carrying out their assignment with POL; or
  - 1.6.6. is stated in writing to be such by POL.
- 1.7 **Systems Integration Partnership ("SIP")** means the team established by POL comprised of SIP Members, employees of POL and individuals who, whilst not employees of POL, performs the tasks of such employees under contract to POL, to carry out such tasks (related to the development of POL's business and systems architecture and the specification of POL's business requirements relating to information systems and services) as POL may from time to time assign to that team.
2. Fujitsu shall provide each Fujitsu SIP and Executive Relationship Member, before they attend any SIP and Executive Relationship meeting, with a copy of this Agreement, and shall ensure that no Fujitsu SIP and Executive Relationship Member takes up such role without having first executed a personal confidentiality undertaking in the form set out in the Annex.
3. Fujitsu shall ensure that:
- 3.1. Fujitsu SIP and Executive Relationship Members do not disclose Special Confidential Information to any person other than POL employees, individuals who perform the tasks of such employees within POL, other Fujitsu SIP and Executive Relationship Members, SIP members, and such other persons as POL may authorise in writing to receive it;

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- 3.2. Special Confidential Information is used only for the purposes of performing tasks assigned to the Fujitsu SIP Members and discussion at the SIP and Executive meetings, or other purposes for which it is provided, as specified by POL to each Fujitsu SIP and Executive Relationship Member. In the case of information provided by or relating to another IT Supplier, such purpose is restricted to POL's procurement or receipt of services or equipment from such supplier unless POL advises the Fujitsu SIP and Executive Relationship Member otherwise;
- 3.3. No employee of Fujitsu or its subcontractors who is not a Fujitsu SIP and Executive Relationship Member or Fujitsu SIP Member solicits disclosure of any Special Confidential Information from any Fujitsu SIP and Executive Relationship Member; and
- 3.4. Special Confidential Information held by each Fujitsu SIP and Executive Relationship Member in tangible form is returned to POL and all electronic copies of such information held by the Fujitsu SIP and Executive Relationship Member are irretrievably deleted on completion of that Fujitsu SIP and Executive Relationship Member's assignment as a SIP and Executive Relationship Member.
4. Fujitsu shall ensure that all employees and directors of Fujitsu who work with Fujitsu SIP and Executive Relationship Members are aware that Fujitsu SIP and Executive Relationship Members are required to keep Special Confidential Information confidential and that if such employees or directors should obtain any SIP Confidential Information (or other Fujitsu directors or employees in receipt of Special Confidential Information) that they too shall keep it confidential and keep it secure in the same way as Fujitsu secures its own confidential information. At any time on written demand from POL, the Special Confidential Information and all documents and other materials in which it is contained (including all copies) in the possession or control of Fujitsu or a subcontractor of Fujitsu shall be delivered to POL or destroyed, if POL so chooses, as soon as is reasonably practical.
5. Neither this Agreement nor, for the avoidance of doubt, any undertaking signed by a Fujitsu SIP and Executive Relationship Member in the form set out in the Annex shall apply to Special Confidential Information;
  - 5.1. which can be shown to have been published or lawfully known to Fujitsu from some source other than POL; or
  - 5.2. lawfully known to the Fujitsu SIP and Executive Relationship Member other than in the course of his assignment; or
  - 5.3. which becomes publicly available other than through a breach of this Agreement or a breach of any Other Agreement; or
  - 5.4. which has been or is subsequently disclosed to Fujitsu under any Other Agreement.

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6. This Agreement shall not be deemed to imply the grant of or agreement to grant a licence of any of its intellectual property rights by POL.
7. For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit nor the right to enforce any term of this Agreement.
8. This Agreement shall not be deemed to imply the grant of Fujitsu's agreement or consent to the disclosure by POL of any information disclosed to POL by Fujitsu under any Other Agreement, other than in accordance with such Other Agreement.
9. This Agreement is governed by and shall be construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the High Court of England and Wales.



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Signed by \_\_\_\_\_

for and on behalf of Fujitsu Services Limited

Name in block capitals:      Guy Wilkerson

Title: Commercial Director

Address: Lovelace Road,

Bracknell

RG12 8SN

Date:

Signed by \_\_\_\_\_

For and on behalf of Post Office Limited

Name in block capitals:

Title:

Address:

Date:

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**ANNEX C**

**SIP and Executive Relationship Undertaking Form**

**To:** [NAME]

Fujitsu Services Ltd.

Post Office Account

Lovelace Road

Bracknell

Berks RG12 8SN

1. I am an employee of Fujitsu Services Limited who will be attending the SIP and Executive Relationship meeting.
2. I confirm that I have received a copy of the confidentiality agreement between Post Office Limited and Fujitsu Services Limited dated xx/xx/xxxx relating to information I may be involved in discussions of in the SIP and Executive Relationship meeting (the "Confidentiality Agreement").
3. I will deal with all Special Confidential Information in accordance with the manner prescribed in the Confidentiality Agreement and I undertake to keep such information safe and not to disclose it to any person not entitled to receive it, as set out in the Confidentiality Agreement.
4. The definitions contained in the Confidentiality Agreement shall apply in this undertaking.
5. Fujitsu Services Limited and the undersigned individual acknowledge and agree that nothing herein shall confer on any third party any benefit, nor the right to enforce any of its provisions.

**Signed:**

**Name:**

**Date:**