

Dated

2010

- (1) NORTH EAST LINCOLNSHIRE COUNCIL
- (2) BALFOUR BEATTY WORKPLACE LIMITED

ICT
Schedule 8

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INTRODUCTION

The parties have agreed that in order to enable the provision of the Services by the Partner:

- (a) the Partner shall provide the Partnership ICT and related services to the Council as set out in clause 14 and in this schedule; and
- (b) the Council shall provide certain ICT and related services to the Partner as part of the Council Supplied Services, as set out in Schedule 25.

The Partner shall throughout the term of this Agreement provide the Partnership ICT and perform its obligations set out in this Schedule 8 as part of the Services in accordance with clause 14 and the other provisions of this Agreement.

PART 1:

1. Principles & provision of ICT

1.1 In order to support the provision of the Partnership ICT (as set out in Part 2 of this Schedule) the Partner shall:

1.1.1 provide live portal access to the Council where that is necessary to enable the Council's use of the relevant Partnership ICT;

1.1.2 provide a communications link to enable Council ICT systems to access the Partnership ICT;

1.1.3 provide a firewall at the Partner end of such communications link;

1.1.4 provide data communications links to all premises from which the Partner provides the Services to enable use of the Partnership ICT by Personnel with Partner-provided equipment; and

1.1.5 develop and maintain a business continuity plan which sets out the safeguards and disaster recovery procedures the Partner shall have in place for the Partnership ICT ("ICT Disaster Recovery Plan").

1.2 The Partner agrees not to:

1.2.1 use or permit any Personnel to use any Council ICT except for the purpose of the proper provision of the Services; or

1.2.2 connect any ICT other than the Partnership ICT specified in Part 2 of this Schedule to the Council ICT Environment without express written permission from the both parties' Heads of ICT or their nominated representatives.

1.3 For the avoidance of doubt the Partner, and not the Council, shall be responsible for procuring and maintaining:

1.3.1 such software licences as are necessary to enable the Council to access and use the Partnership ICT; and

1.3.2 the right for the Council to use any upgrades or updates to the Partnership ICT.

2. Functionality

The Partnership ICT shall in all material respects conform to and provide such functionality as is required to enable the proper provision of the Services and any specific functionality as may be agreed in writing by the parties from time to time.

3. **Set-up**

3.1 Prior to the Council first accessing the Partnership ICT, the Partner shall:

3.1.1 ensure that the Partnership ICT is configured for the Council's access and use in accordance with any agreed requirements of the Council; and

3.1.2 provide the Council with a reasonable opportunity to verify whether the Partnership ICT conform to such requirements and in the event of any non-conformity the Partner will promptly remedy such non-conformity at no cost to the Council.

4. **Access to Partnership ICT**

4.1 The Partner shall provide access to the Partnership ICT to named Council employees and other individuals who the Council authorises to have such access from time to time and who the Council notifies to the Partner. Such access by individuals who are not Council employees shall be subject to the Partner's prior agreement in writing, such agreement not to be unreasonably withheld or delayed.

4.2 The Council will be responsible for ensuring that its new staff and leavers (to the extent that they are users of the Partnership ICT) are notified to the Partner so that access to the Partnership ICT is made available only to authorised Council personnel.

5. **Availability**

5.1 The Partner shall give the Council at least 5 Business Days prior written notice of any pre-planned maintenance which will affect availability of the Partnership ICT and will from time to time provide the Council with a timetable showing all forthcoming scheduled/ routine maintenance affecting availability. In the event of any unplanned unavailability of the Partnership ICT (e.g. emergency maintenance), the Partner will promptly notify the Council and will use reasonable endeavours to restore availability as soon as possible, in accordance with the ICT Disaster Recovery Plan and the Partner's recovery procedures. In either case, the Partner shall take reasonable steps to ensure that any period when the Partnership ICT is unavailable to the Council is minimised and that pre-planned maintenance takes place outside of Council's normal business hours and does not cause unreasonable disruption to the operations of the Council.

6. **Partnership ICT data**

- 6.1 The Partner shall maintain and update the Partnership ICT as necessary to ensure that all the information contained in the Partnership ICT is kept accurate and up-to-date.
- 6.2 Without prejudice to any other provision of this Agreement, all Intellectual Property Rights relating to Council Data added to and contained in the Partnership ICT shall remain the property of the Council.

7. **Security**

- 7.1 The Partner shall:
 - 7.1.1 have in place appropriate security measures (including but not limited to firewalls and anti-virus systems) in accordance with Best Industry Practice and clause 21.4.14 of this Agreement to prevent harm occurring to any of the Council's ICT Environment or Data as a result of the Council's and/or Partner's use of the Partnership ICT;
 - 7.1.2 immediately notify the Council of any actual or suspected misuse, loss, harm, or breach of security affecting the Partnership ICT;
 - 7.1.3 provide user IDs and passwords and any other necessary information to enable the Council's use of the Partnership ICT;
 - 7.1.4 maintain adequate security controls to prevent unauthorised access to the Partnership ICT and all data held within it relating to the Council; and
 - 7.1.5 on reasonable notice permit the Council or its representatives to audit and test the Partner's security measures relevant to the Partnership ICT and compliance with this paragraph 7.
- 7.2 Each party shall comply with the other party's ICT security policies notified in writing from time to time to the extent that it access the other party's ICT in connection with this Agreement.

8. **Changes and future developments**

- 8.1 The provisions of this paragraph 8 are without prejudice to the other provisions of this Agreement with respect to Changes.
- 8.2 The parties shall meet periodically, or whenever requested by the Council, to discuss what developments may improve the Partnership ICT.

- 8.3 Subject to paragraph 8.4, any changes or developments to the Partnership ICT (including new or replacement systems and any integration or interfaces between such systems and existing ICT) requested by either party will be agreed by the parties in accordance with the Change Control Procedure.
- 8.4 The Partner shall use reasonable endeavours to implement changes required by the Council to the content, format or operation of the Partnership ICT where this is necessary in order for the Council to comply with such legal or regulatory requirements as the Council in its absolute discretion advises are appropriate.
- 8.5 The Partner shall ensure that it complies with any agreed specifications and timescales in respect of changes or future developments requested by the Council.
- 8.6 No such changes or future developments will be implemented to the live Partnership ICT by the Partner until tested and formally approved in writing by the Council, such approval not to be unreasonably withheld.

PART 2: LIST OF PARTNERSHIP ICT



Microsoft Excel
Worksheet

PART 3: INITIAL PARTNER ARCHITECTURE DIAGRAM



NELC ICT Network
Diagram Rev 1.pdf