

CP808 Attachment – Draft Changes to SSL370

1.11 Software Maintenance Services

- 1.11.1 The SVAA shall supply a Software Maintenance Service at the request of the Client for any number of the following: the SVAA; NHHDA; and EAC/AA; MDD; Data Marshalling System and Logging and Performance Monitoring System software and any other Developed Application Software Materials (DASM) or Mutual Application Software Materials (MASM) as defined in Schedule 1 of the SVAA Agreement. This maintenance service shall cover repairs, emergency changes and development of the software.
- 1.11.2 The Software Maintenance Service shall make provision for making repairs, including emergency changes, to the SVAA, NHHDA, ~~and EAC/AA,~~ MDD, Data Marshalling and Logging and Performance Monitoring software and any other DASM or MASM. For the avoidance of doubt, whilst the SVAA, NHHDA, and EAC/AA software system support is being provided by the SVA System Developer, the SVAA shall manage such repairs, including emergency changes through the National Help Desk Service treating each individual incidence as a Referred Incident.
- 1.11.3 The Software Maintenance Service shall make provision for making non-emergency changes to the SVAA, NHHDA, ~~and EAC/AA,~~ MDD, Data Marshalling and Logging and Performance Monitoring software and for the development of new DASM or MASM requirements when requested to do so by the Client or its nominated agent.
- 1.11.4 The Software Maintenance Service shall use reasonable endeavours to minimise the time-scale required for making repairs and emergency changes to SVAA, NHHDA, ~~and EAC/AA,~~ MDD, Data Marshalling and Logging and Performance Monitoring software and any other DASM or MASM. For the avoidance of doubt reasonable endeavours shall include but not be limited to:
- continuing working on the emergency change or repair outside of Working Days or normal working hours;
 - implementing the repair out of normal working hours;
 - provision of temporary hardware to facilitate problem resolution.
- 1.11.5 The Software Maintenance Service shall use all reasonable endeavours to minimise the time-scale for the development of new requirements as DASM or MASM.
- 1.11.6 The Software Maintenance Service shall:

- In respect of SVAA, NHHDA and EAC/AA software, comply with the requirements of the IT Development Policies for the 1998 Computer Systems.
- In respect of MDD, Data Marshalling and Logging and Performance Monitoring software, comply with the requirements of PERFORM.
- In respect of any future DASM, comply with the requirement Policy for the 1998 Computer Systems unless specifically stated on the Order.

~~comply with the requirements of the IT Development Policies for the 1998 Computer Systems.~~

1.11.7 The Software Maintenance Service shall:-

- prepare and validate new system releases and associated user and technical documentation;
- produce, in conjunction with the Client or its nominated agent, release documentation which identifies the new functionality and fault clearances in each new version;
- distribute new system releases and documentation to holders of existing versions;
- provide support for regression testing of system upgrades.

1.11.8 The Software Maintenance Service shall respond to change requests or Orders from the Client or its nominated agent within two weeks of the issue date of the change request or Order, or as agreed with the Client or its nominated agent where a longer time is reasonable. Any such response shall contain an impact assessment of any proposed changes together with schedules of the time and cost of implementing the proposed change.

1.11.9 The Software Maintenance Service shall make available up to four new versions of ~~each of the three Developed Application Software Materials, namely: the~~ SVA System, the NHH Data Aggregation System and the EAC/AA System. These new versions are in addition~~al~~ to any copies required for repair purposes, or those not used operationally each year if requested to do so by the Client or its nominated agent.

1.11.10 The Software Maintenance Service shall maintain a release schedule showing the software releases agreed by the Client or its nominated agent together with their release dates and contents.

- 1.11.11 The Software Maintenance Service shall retain an audit trail of any changes made to the application code of any ASM, DASM or MASM Systems including evidence of authorisation and of an appropriate level of testing.
- 1.11.12 The Software Maintenance Service shall maintain, and make available when requested to do so by the Client or its nominated agent, a current and historical configuration record of the SVAA, NHHDA and EAC/AA software and any DASM or MASM.
- 1.11.13 Subject to the provisions of 1.11.15 below, The SVAA shall not change any software provided by the Client (ASM) or developed by the SVAA upon the request of the Client (DASM), nor any processes or procedures provided by or agreed with the Client related to the Services, ~~provided~~ unless explicitly agreed in advance by the Client. The only exception is in an emergency situation, in which case the Client will be advised immediately on the next working day.
- 1.11.14 The SVAA retains the right to independently change any MASM at its own cost, subject to notification of the Client, provided that such a change will not affect the services or Service Levels provided to the Client.
- 1.11.15 The SVAA may, at its own cost, and with prior agreement with the Client, make changes to any DASM in order to improve its operational efficiency.