



**Statement of Work  
for**

*{Project Name}*

**Prepared for**

*{Customer Name}*

*{Address 1}*

*{Address 2}*

*{SOW Date}*

[If applicable to the transaction, this template is to be used by the parties to draft SOW's. The sections included below are suggestions of subjects to be discussed between the parties if applicable to the scope of work.]

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## 1. Statement of Work

This Statement of Work (“SOW”) is between the Customer (also called “Customer”) and the IBM legal entity referenced below (“IBM”) and adopts and incorporates by reference DIR Contract Number DIR-TSO-3996 identified in the Acceptance section. Customer means and includes the Customer company, its authorized users or recipients of the Services.

Described within this SOW is the project, which consists of the deliverables to be provided by IBM, and the IBM responsibilities and related Customer responsibilities to be provided in accordance with the terms of this SOW.

Changes to this SOW will be processed in accordance with the procedure described in Project Change Control Procedure in the Project Procedures appendix. The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and other terms of this SOW and DIR Contract Number DIR-TSO-3996.

## 2. Scope of Work

In this project IBM will:

- a. {x}
- b. {y}

## 3. Resources and Hours of Coverage

- a. Work under this SOW will be performed at the Customer facility in *{Customer Location}*, except for any activities which IBM determines would be best performed on IBM’s or its subcontractor’s premises. Such activities will be billable to Customer.
- b. IBM will provide the Services under this SOW during normal business hours, *{8:00 AM to 6:00 PM Eastern Time, Monday through Friday}*, except national holidays. If necessary, Customer will provide after-hours access to Customer facilities to IBM personnel. Customer may incur a charge for Services provided outside of normal business hours. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.

## 4. Definitions

*{xxxxx} –*  
*{xxxxx} –*

## 5. Assumptions

*{The parties should explain any requirements related to the environment necessary for performing or receiving the services.}*

## 6. IBM Responsibilities

### 6.1 Project Management

An IBM Project Manager will establish a framework for project planning, communications, reporting, procedural and contractual activity, and other activities associated with the Services, and will:

- a. Review the SOW and the contractual responsibilities of both parties with the Customer Project Manager
- b. Maintain project communications through the Customer Project Manager
- c. Coordinate the establishment of the project environment
- d. Establish documentation and procedural standards for deliverables
- e. Prepare and maintain the IBM Project Plan which lists the activities, tasks, assignments, milestones and estimates for performance of this SOW
- f. Review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the IBM Project Plan with the Customer Project Manager

- g. Review the IBM standard invoice format and billing procedure to be used on the project, with the Customer Project Manager
- h. Work with the Customer Project Manager to address and resolve deviations from the IBM Project Plan
- i. Conduct regularly scheduled project status meetings
- j. Prepare and submit **{Periodic}** Status Reports to the Customer Project Manager
- k. Administer the Project Change Control Procedure with the Customer Project Manager
- l. Coordinate and manage the technical activities of IBM project personnel

**6.2 Information Security Management**

IBM will provide ongoing Information Security Management for the activities defined in this SOW. The purpose of this activity is to provide mutually agreed upon understanding of security measures to protect information under this SOW.

IBM will:

- a. Perform the IBM roles and responsibilities as indicated in the Information Security Table of Roles and Responsibilities appendix

**Completion Criteria:** This activity will be complete when *{IBM has documented the completion of the IBM roles and responsibilities as indicated in the Information Security Table of Roles and Responsibilities appendix - OR – IBM has documented the completion of the IBM roles and responsibilities listed in this activity –OR- IBM has provided {xx} hours of Information Security Management activities}*.

**Phase One - {Phase Name}**

**6.3 Project Kickoff**

IBM will facilitate a project kickoff meeting for up to \_\_\_\_ (X) hours and with up to \_\_\_\_ (X) Customer participants, on a mutually agreed date and time.

**IBM will:**

- a. discuss project team roles and responsibilities;
- b. xxxx xxxxxxxxxxxxxxxxxxxxxxx;
- c. review the completed data collection questionnaire and identify any missing information; and
- d. develop a schedule of data collection activities.

**Completion Criteria:**

IBM has conducted the kickoff meeting.

**6.4 {Activity Name}**

IBM will {\_\_\_\_\_}.

This activity is composed of the following tasks:

- a. {x}
- b. {y}
- c. Create the {\_\_\_\_\_} and {\_\_\_\_\_} Reports

**Completion Criteria:**

IBM has delivered {\_\_\_\_\_} and {\_\_\_\_\_} to the Customer Project Manager.

**Deliverables:**

- {\_\_\_\_\_} Report
- {\_\_\_\_\_} Report

**6.5 {Activity Name}**

IBM will {\_\_\_\_\_}.

This activity is composed of the following tasks:

- a. {x}

- b. {y}
- c. {z}

**Completion Criteria:**

IBM has {insert objective, achievable results, e.g., "...IBM has documented the results of x, y, z"; OR "...IBM has determined that x, y, z have been configured/developed/etc.

**Phase Two - {Phase Name}**

**6.6 Assist Customer with {\_\_\_\_\_}.**

IBM will provide up to {nn} hours of assistance to Customer as follows:

- a. {x}
- b. {y}
- c. {z}

**Completion Criteria:**

IBM has provided up to {nn} hours of assistance for this activity.

**7. Customer Responsibilities**

IBM's performance is dependent upon Customer's fulfillment of its responsibilities at no charge to IBM. Any delay in performance of Customer's responsibilities may result in additional charges and/or delay of the completion of the Services and will be handled in accordance with the Project Change Control Procedure.

**7.1 Customer Project Manager**

Prior to the start of this project, Customer will designate a person called the Customer Project Manager who will be the focal point for IBM communications relative to this project and will have the authority to act on behalf of Customer in all matters regarding this project. The Customer Project Manager's responsibilities include the following:

- a. Manage Customer personnel and responsibilities for this project;
- b. Serve as the interface between IBM and all Customer departments participating in the project;
- c. Administer the Project Change Control Procedure with the IBM Project Manager;
- d. Participate in project status meetings;
- e. Obtain and provide information, data, and decisions within {X} working days of IBM's request unless Customer and IBM agree in writing to a different response time. Review deliverables submitted by IBM in accordance with the Deliverable Acceptance Procedure;
- f. Help resolve project issues and Customer's deviations from the estimated schedule, and escalate issues within Customer's organization, as necessary; and
- g. Review with the IBM Project Manager any Customer invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price and will be managed through the Project Change Control Procedure. IBM agrees that standard or common invoice formats and billing procedures of the State of Texas will not affect price and will not require management through the Project Change Control Procedure.

**7.2 Other Customer Responsibilities**

Customer will:

- a. provide safe access, suitable office space, supplies, high speed connectivity to the Internet, and other facilities needed by IBM personnel while working at Customer's location. The IBM project team will be located in an area reasonably near Customer's project personnel, and all necessary security badges and clearance will be provided for access to this area;
- b. ensure that Customer staff is available to provide such assistance as IBM reasonably requires and that IBM is given reasonable access to Customer senior management, as well as any members of its staff to enable IBM to provide the Services. Customer will ensure that its staff has the appropriate

skills and experience. If any Customer staff fails to perform as required, Customer will make suitable additional or alternative staff available;

- c. provide all information and materials reasonably required to enable IBM to provide the Services. IBM will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by or on behalf of Customer;
- d. ensure Customer has appropriate agreements in place with third parties whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, Customer is responsible for the management and performance of the third parties, and for any third party hardware, software or communications equipment used in connection with the Services;
- e. allow IBM to cite Customer's company name and the general nature of the Services IBM performed for Customer to IBM's other Customers and other prospective Customers;
- f. consent and will obtain any necessary consents for IBM and its subcontractors to process the business contact information of Customer, its employees and contractors worldwide for our business relationship. IBM will comply with requests to access, update, or delete such contact information.
- g. if making available to IBM any facilities, software, hardware or other resources in connection with IBM's performance of Services, obtain at no cost to IBM, obtain any licenses or approvals related to these resources that may be necessary for IBM to perform the Services. IBM will be relieved of its obligations that are adversely affected by Customer's failure to promptly obtain such licenses or approvals. Customer agrees to reimburse IBM for any reasonable expenses that IBM may incur from Customer's failure to obtain these licenses or approvals;
- h. be responsible for determining that any non-IBM products and their integration are in compliance with national building and installation codes and other laws and regulations, including product safety regulations.
- i. perform Customer roles and responsibilities as indicated in the Information Security Table of Roles and Responsibilities appendix.

**OSS PROVIDED BY CUSTOMER**

If the Customer is responsible for providing OSS that is required by a deliverable, include the following term:

- j. Customer will provide the following Open Source Software (OSS) required by *{Name of deliverable}*. At Customer's request and acting on their behalf, IBM may obtain such OSS for Customer:
  - *{OSS NAME – VERSION #, RELEASE #}*
 Customer shall be the licensee of the *{OSS NAME}* and may obtain a copy of such license to *{OSS NAME}* at: *{HTTP://OSS NAME.ORG/DOWNLOAD.HTML}*

**7.3 *{Phase Name}* Phase Customer Responsibilities**

Customer will:

- a. *{x}*
- b. *{y}*

**8. Deliverables**

The following deliverables are provided to Customer as part of the Services:

**Project Materials**

- a. Solution Requirements Report

The Solution Requirements Report will consist of the following, as applicable:

- (1) *Xxxxxxxxxxxxxxxxxxxxx*
- (2) *Xxxxxxxxxxxxxxxxxxxxx*

IBM will deliver one (1) copy of the Solution Requirements Report to the Customer Point of Contact as part of the AAA activity.

**Existing Works**

- a. User Guide

The User Guide will consist of the following, as applicable:

- (1) XXXXXXXXXXXXXXXXXXXX
- (2) XXXXXXXXXXXXXXXXXXXX

IBM will deliver one (1) copy of the User Guide to the Customer Point of Contact as part of the AAA activity.

**Supplemental Notes - Deliverables**

See the Deliverable Guidelines for a description of each deliverable.

Deliverables marked with an asterisk (\*) are exempt from the Deliverable Acceptance Procedure and will be considered accepted by Customer upon delivery to the Customer Project Manager.

In the event a deliverable is inadvertently omitted from the list above, IBM will notify Customer of the identity and the appropriate designation of the deliverable.

**9. Completion Criteria**

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

- a. IBM completes the IBM Responsibilities including the provision of the deliverables, if any; or
- b. IBM provides the number of hours of Services specified in the Charges section or in any approved Project Change Request or change authorization; or
- c. the Services are terminated in accordance with the provisions of this SOW and DIR Contract Number DIR-TSO-3996.

**10. Estimated Schedule**

The Services in this SOW are estimated to be performed in a period of up to *{nn}* months from the agreed upon estimated start date *{as shown in the Acceptance section}*.

IBM Activities	Mth 1	Mth 2	Mth 3	Mth 4	Mth 5	Mth 6	Mth 7	Mth 8	Mth 9	Mth 10
1. Ongoing Project Mgmt										
2. <i>{Phase/Activity A}</i>										
3. <i>{Phase/Activity B}</i>										
4. <i>{etc.}</i>										
6.										
7.										
8.										

## 11. Charges

### TIME AND MATERIALS CONTRACTS

#### → STARTS HERE:

The Services will be conducted on a time and materials basis.

IBM will provide an **estimated** *{Number of hours}* hours for the Services at an hourly rate of *{Hourly rate}*.

Services Description	Estimated Hours	Hourly Rate	Estimated Charges
<i>{Enter Service Classification here}</i>	<i>{hours}</i>	<i>{rate}</i>	<i>{charges}</i>
<i>{Enter Service Classification here}</i>	<i>{hours}</i>	<i>{rate}</i>	<i>{charges}</i>
<i>{Estimated Total Hours and Charges (excluding any applicable taxes. e.g., VAT, etc.)}</i>	<i>{hours total}</i>		<i>{fee total}</i>

Travel Expenses	Estimated Quantity and Cost		
<i>{Description}</i>			

The estimated Services charges are *{Fee total}*. Any estimate given by IBM of any charge whether for planning or any other purpose is only an estimate. As these are estimated amounts, actual fees may differ.

If the customer WILL NOT require purchase orders for payment UNDER THIS SOW (whether they are a PO driven OR non-PO driven customer), you must insert the following provision at this point in your SOW, and delete all other guidance/provisions in this PO guidance block:

- “Notwithstanding the terms of DIR Contract Number DIR-TSO-3996, this SOW, or our prior practice, payment is not contingent upon issuance of a Purchase Order”

OR

If the customer WILL require purchase orders for payment UNDER THIS SOW (whether they are a PO driven OR non-PO driven customer), you must insert the following provision at this point in your SOW, and delete all other guidance/provisions in this PO block:

- “Purchase orders will be provided to IBM for charges as described in this Charges Section {2.8}, and are due prior to the performance of the Services. In the event that purchase orders are **not received in a timely manner, IBM may 1) suspend the provision of Services, and 2) terminate this SOW for convenience.** In the event of such termination, Customer agrees to pay IBM the amounts specified in Section {2.9.1} Termination”



IBM will invoice Customer monthly for actual Services hours worked (whether above or below the estimated hours), applicable taxes, travel and living expenses, and other reasonable expenses incurred in connection with the Services.

For Customers outside the state of Texas, Customer shall reimburse IBM for any increased tax and compliance costs incurred by IBM personnel or by IBM on account of IBM personnel performing services in a country or state other than the one in which they are based.

## **FIXED PRICE CONTRACTS**

The Services will be conducted on a fixed price basis. The fixed price for performing the Services defined in the SOW will be *{Fee total}*. This fixed price is exclusive of any travel and living expenses, other reasonable expenses incurred in connection with the Services, and any applicable taxes.

Customer will be billed actual travel and living costs subject to and in accordance with the State of Texas Comptroller Travel Guide.

- “Notwithstanding the terms of DIR Contract Number DIR-TSO-3996, this SOW, or our prior practice, payment is not contingent upon issuance of a Purchase Order”

OR

If the customer WILL require purchase orders for payment UNDER THIS SOW (whether they are a PO driven OR non-PO driven customer), you must insert the following provision at this point in your SOW, and delete all other guidance/language in this PO block:

- “Purchase orders will be provided to IBM for charges as described in this Charges Section {2.8}, and are due prior to the performance of the Services. In the event that purchase orders are not received in a timely manner, IBM may 1) suspend the provision of Services, and 2) terminate this SOW for convenience. In the event of such termination, Customer agrees to pay IBM the amounts specified in Section {2.9.1} Termination”

IBM will invoice Customer for the Services performed *{in equal monthly amounts over the period of performance specified in the Estimated Schedule}; OR {on a milestone basis as set forth in the Payment Schedule in the Charges section}; etc.*, plus applicable taxes. IBM will invoice monthly for travel and living expenses, and other reasonable expenses incurred in connection with the Services.

Customer shall reimburse IBM for any increased tax and compliance costs incurred by IBM personnel or by IBM on account of IBM personnel performing services in a country or state other than the one in which they are based.

## **12. Additional Terms and Conditions**

### **Termination**

Customer may terminate this Statement of Work by giving IBM not less than *{30}* days written notice. IBM and Customer will mutually agree to the work to be performed within the 30-day notice period. Upon termination, subject to such agreement, Customer will pay the following amounts to IBM 1) the charges for Services IBM provides and Products IBM delivers through termination, and all completed deliverables IBM has prepared and delivered through termination, *{2} any holdbacks retained by Customer for completed and delivered deliverables* and *{3}* all costs and expenses IBM incurs through, but only to the extent that such costs and expenses have been (a) itemized, as agreed by IBM and Customer in the 30-day notice, and (b) duly documented by IBM to Customer as having been actually incurred.

If the IBM workforce (IBM employees and contractors) will use, access, process and/or transfer Customer data (e.g., Personal Information (PI), Sensitive Personal Information (SPI), and/or Business Sensitive Information (BSI)) as part of the Services, the SOW **MUST** INCLUDE the following:

### **Information Security**

{Parties to discuss applicable security requirements.}

### **Customer-Directed Suppliers**

If Customer explicitly requests that IBM use *{Supplier Name}* as a subcontractor for or supplier of *{Names of Products or Services being provided}*, as further described in this SOW, IBM will use such subcontractor or supplier contingent upon successful negotiations and execution of an acceptable procurement agreement, including pricing, with such subcontractor or supplier. Additionally, the use of such subcontractor or supplier will be subject to the Project Change Control Procedure, if such use could impact the project scope, schedule, cost, resources, or other terms of this SOW. IBM will have no obligation to perform an independent assessment, nor makes any representation as to the qualifications or charging practices of such subcontractor or supplier.

### **IBM Intellectual Capital**

IBM will be using preexisting IBM proprietary tools, *{tool a, tool b}*, (“IBM Tool(s)”) during the Services to perform the IBM responsibilities. These IBM Tools and associated documentation: 1) are not provided to Customer under the terms of this SOW, 2) are not needed for Customer to receive the benefit of the Services described in this SOW, and 3) remain the property of IBM.

### **IBM Third Party Resources**

IBM will be using preexisting third party resources, *{resource a, resource b}*, (“Third Party Resource(s)”) during the Services to perform the IBM responsibilities. These Third Party Resources and associated documentation: 1) are not provided to Customer under the terms of this SOW, 2) are not needed for Customer to receive the benefit of the Services described in this SOW, and 3) remain the property of the third party.

### **Customer Obligations to Back Up Data**

Customer will be responsible for data backups as described below.

### **Location of Customer Data**

All Customer data will remain always and only within the continental United States, except as expressly stated herein.

The data set(s) or type(s) listed below may be sent to the country(ies) named or described below, limited to only such country(ies) as are expressly associated with the specific data set(s) or type(s).

## **13. Acceptance**

{Parties should discuss the process and criteria for acceptance of the deliverables.}

## **14. Confidentiality**

{Parties should discuss (1) return or destruction of confidential information; (2) time period of confidentiality; (3) identification of confidential information disclosed.}

DIR Contract number DIR-TSO-3996, its Appendices and this SOW are the complete agreement regarding Services, and supersede any course of dealing, discussions, or representations between Customer and IBM.

Each party accepts the terms of this SOW by signing this SOW by hand or, where recognized by law, electronically. Any reproduction of this SOW made by reliable means is considered an original. If there is a conflict between the terms of this SOW and DIR Contract number DIR-TSO-3996, DIR Contract number DIR-TSO-3996 will govern.

IBM agrees to provide the Services provided Customer accepts this SOW, without modification, by signing in the space provided below on or before *{insert date}*.

<b>Agreed to:</b> <i>{Customer Legal Name}</i>	<b>Agreed to:</b> <b>International Business Machines Corporation</b>
By _____ Authorized signature	By _____ Authorized signature
Title:	Title:
Name (type or print):	Name (type or print):
Date:	Date:
Customer number:	Referenced Agreement name:
	Agreement number:
Project Name: <i>{Project Name}</i>	SOW number:
Estimated Start Date: <i>{mm/dd/yyyy}</i>	
Estimated End Date: <i>{mm/dd/yyyy}</i>	
	Confidentiality Agreement name:
	Confidentiality Agreement number:
Customer address:	IBM address:

Once signed, please return a copy of this document to the IBM address shown above.

## Exhibit A: Deliverable Guidelines

### A - 1: *{Acceptance Test Plan}*

**Purpose:**

*{The purpose of the Acceptance Test Plan is to establish and gain commitment on the objectives, criteria, and scope of acceptance testing}*

**Content:**

*{This document, estimated to be up to {nn} pages in length, will consist of the following, as appropriate:}*

- a. *{Test objectives}*
- b. *{Functions/Features to be tested}*
- c. *{Work items}*
- d. *{Acceptance Test entry and exit criteria}*
- e. *{Testing tools and techniques}*
- f. *{Estimated testing schedule}*
- g. *{Test environment requirements}*
- h. *{Testing risks and contingencies}*
- i. *{Test specifications, test scenarios, test matrices, test conditions, test cases, test data, test scripts}*
- j.

**Delivery:**

*{IBM will deliver one copy of this document in {hardcopy} format.}*

### A - 2: *{Deliverable Name}*

**Purpose:**

*{This report will \_\_\_\_\_}*

**Content:**

*{The report, estimated to be up to {nn} pages in length, will generally consist of the following, as appropriate:}*

- a. *{x}*
- b. *{y}*
- c. *{z}*

**Delivery:**

*{IBM will deliver one copy of this document in {hardcopy} format}*

## **Exhibit B: Project Procedures**

### **A - 3: Project Change Control Procedure**

A Project Change Request (“PCR”) is used to document a change and the effect the change will have on the Services. Both Project Managers will review the PCR, agree, in writing, to implement it, recommend it for further investigation, or reject it. IBM will specify any charges for such investigation.

### **A - 4: Deliverable Acceptance Procedure**

- a. Within five (5) business days of receipt, the Customer Project Manager will either accept the deliverable or provide IBM with a written list of requested revisions; otherwise the deliverable will be deemed accepted.
- b. The revisions recommended by Customer and agreed to by IBM will be made and the deliverable will be resubmitted and deemed accepted.
- c. The Customer recommended by and not agreed to by IBM will be managed through the Project Change Control Procedure.

### **A - 5: Escalation Procedure**

Customer and IBM will meet to resolve issues relating to the Services:

- a. If an issue is not resolved within three (3) business days, Customer’s executive sponsor will meet with IBM management to resolve the issue.
- b. If the issue is resolved, the resolution will be addressed through the Project Change Control Procedure.
- c. While an issue is being resolved, IBM will provide Services relating to items not in dispute, to the extent practicable pending resolution. Customer agrees to pay invoices per this SOW.

## Exhibit C: Information Security Table of Roles and Responsibilities

If the IBM workforce (IBM employees and contractors) will use, access, process and/or transfer Customer data (e.g., Personal Information (PI), Sensitive Personal Information (SPI), and/or Business Sensitive Information (BSI)) as part of the Services, the SOW **MUST INCLUDE** this appendix.

IBM and Customer will perform the responsibilities shown below in the Information Security Table of Roles and Responsibilities.

Control Area	INFORMATION SECURITY ROLES & RESPONSIBILITIES	IBM	Customer
<b>1</b>	<b>Security Policy</b>		
a	Determine appropriate information security policy requirements based on business objectives, assessment of risk, and interpretation of legal, regulatory and contractual obligations <ul style="list-style-type: none"> <li>● Validate that the workstation and application security controls meet Customer requirements driven by security policy and risk acceptance</li> <li>● Identify security requirements for new applications</li> <li>● Request exceptions to the base Roles and Responsibilities as defined in this GBS Information Security Table of Roles and Responsibilities, as needed</li> </ul>		R
b	Notify IBM if Customer information security requirements change through Project Change Control Procedure, as defined by the Statement of Work so that parties may assess if and how to implement, including impact to cost, scope or schedule		R
C	Review the Roles and Responsibilities as defined by this GBS Information Security Table of Roles and Responsibilities periodically but at least every <b>{18}</b> months		R
D	Review the Roles and Responsibilities as defined by this GBS Information Security Table of Roles and Responsibilities with Customer, periodically but at least every <b>{18}</b> months for projects longer than 18 mos.	R	
E	Provide Customer with this GBS Information Security Table of Roles and Responsibilities which communicates Customer and IBM responsibilities for Customer's application development and maintenance services and the handling of Customer's data.	R	
F	Respond to exception or Project Change Requests from Customer and determine if such requests result in additional or modified Services or changes to information security Roles and Responsibilities, all of which will be managed through the Project Change Control Procedure as defined by the Statement of Work	R	
<b>2</b>	<b>Organization of Information Security</b>		
A	Designate a knowledgeable Customer focal point for information security related activities		R
B	Provide contact information for the primary contact and for an authorized secondary contact		R
C	Coordinate all information security activities with third parties other than those contracted by IBM		R
d	Designate a knowledgeable IBM focal point for information security related activities including: <ul style="list-style-type: none"> <li>● Interfacing with the Customer focal point on security requirements</li> <li>● Implementation of security requirements for which IBM is responsible in accordance with the negotiated and agreed to Roles and Responsibilities (as defined by this GBS Information Security Table of Roles and Responsibilities)</li> </ul>	R	
e	Provide contact information for the primary contact and for an authorized secondary contact	R	
f	Coordinate security activities with third parties contracted by IBM (as defined by this GBS Information Security Table of Roles and Responsibilities)	R	
<b>3</b>	<b>Asset Management</b>		
a	Be responsible for its information assets, including software, physical assets, and services		R
b	Communicate to IBM any Customer European Economic Area (EEA) origin personal data and provide IBM with data processing and data security instructions for such data		R
c	Identify and communicate to IBM any Customer data designated as confidential, business sensitive information (BSI), personal information (PI), and sensitive personal information (SPI) that IBM will have access to. Provide data for testing that does not contain PI/SPI/BSI		R
d	Be responsible for identifying, providing and funding the appropriate information security controls and communicating relevant requirements to IBM for: <ul style="list-style-type: none"> <li>● Data transmitted via public telecommunications facilities or services.</li> <li>● Transport of confidential information, personal information, sensitive personal information and business sensitive information (e.g., encryption, transport over secure lines); and</li> <li>● Storing of confidential information, personal information, sensitive personal information and business sensitive information (e.g., encryption of data on portable media or other special handling or treatment)</li> <li>● Printing of Customer information</li> <li>● Data discard or destruction requirements</li> </ul>		R
e	Follow approved Project Change Control Procedure (defined in the GBS Statement of Work) for security related changes	R	

f	Handle information identified by the Customer as confidential, business sensitive, personal and sensitive personal in accordance with the following controls: <ul style="list-style-type: none"> <li>On applications, protect Customer data by access controls as specified under IBM Responsibilities, in Area 6, 'Access Control'</li> <li>Store portable storage media containing Customer data as defined in this GBS Information Security Roles and Responsibilities Table or some other specifically named document.</li> <li>When information is printed at IBM locations, keep printed information identified by Customer as confidential, business sensitive, personal and sensitive personal in a locked container or physically controlled area</li> </ul>	R	
<b>4</b>	<b>Human Resources Security</b>		
a	Address information security in the hiring, termination and personnel management processes for Customer personnel		R
b	Provide security awareness training to Customer personnel and other network or system users authorized by Customer		R
c	Identify and provide to IBM any Customer-specific personnel requirements such as background checks or others applicable by law		R
d	Identify and provide to IBM any Customer-specific security training required for IBM personnel		R
e	Take appropriate management action if there is a misuse of authority by any Customer personnel		R
f	Address Customer security requirements in joining and leaving the project, and in personnel management processes for IBM personnel	R	
g	Provide the current IBM security education package to IBM personnel joining the project	R	
h	Address agreed-to personnel requirements as described in this SOW	R	
i	Take appropriate management action if there is a misuse of an IBM employee's granted authorizations.	R	
<b>5</b>	<b>Physical and Environmental Security</b>		
a	Secure work areas and restrict access from general public at Customer sites where IBM personnel will work		R
b	Identify and provide to IBM any Customer-specific information security requirements for printing, storing and transmitting Customer information		R
c	Define where IBM personnel will work: <ul style="list-style-type: none"> <li>IBM locations or Customer sites</li> <li>Define remote or work at home options</li> </ul>		R
d	Supply and manage secure workstation image(s) including anti-virus software, firewall protection, and whole-disk encryption for workstations provided by Customer to IBM personnel		R
e	Respond to virus attacks and initiate corrective action on workstations provided by Customer to IBM personnel		R
f	Define requirements for return of assets and removal of access rights to Customer physical assets upon IBM personnel termination or change of employment		R
g	Provide and manage physical security of IBM owned workstations	R	
h	Perform workplace security inspections of IBM personnel at IBM sites and Customer sites (related to execution of this SOW) where IBM personnel will work from	R	
i	Provide security for work areas and restrict access from general public at IBM sites	R	
j	Supply and install IBM anti-virus software and upgrades for IBM supplied workstations	R	
k	Respond to virus attacks and initiate corrective action on IBM supplied workstations	R	
l	Install whole-disk encryption on IBM-supplied workstations	R	
<b>6</b>	<b>Access Control</b>		
a	Authorize, administer and manage user IDs and passwords for Customer managed applications, systems and subsystems		R
b	Provide unique login IDs and passwords to IBM personnel for Customer managed applications, systems and subsystems		R
c	Define access control requirements and process and administer logical access for network infrastructure systems and devices under Customer management		R
d	Define access control requirements for Customer applications, databases and other Customer software on systems across all environments (development, test, production)		R
e	Define what constitutes privileged access and access control requirements for users with privileged access to Customer applications, databases and other Customer software on systems across all environments (development, test, production)		R
f	Administer revocation of access for Customer managed applications, systems and subsystems as appropriate, based on validation activities and when requested by IBM		R
g	Define revocation requirements for Customer applications, databases and other Customer software on systems across all environments (development, test, production)		R
h	Be responsible for revalidating the employment status and business need for access to Customer applications and systems for Customer personnel		R
i	Be responsible for revalidating the business need for IBM personnel access to Customer managed applications, systems and subsystems, periodically but at least every <b>{12}</b> months		R

j	Be responsible for implementing access changes to Customer managed applications, systems and subsystems based on input from IBM employment validation activities for IBM personnel		R
k	Revalidate the list of privileges associated with User ID's assigned to IBM personnel with access to Customer managed applications, systems and subsystems, periodically but at least every {12} months,		R
l	Revalidate shared ID's assigned to IBM with access to Customer applications, databases and other Customer software on systems across all environments (development, test, production), periodically but at least every {12} months		R
m	Validate User ID baseline inventory and share results of updates made to User IDs used by IBM staff <ul style="list-style-type: none"> <li>Retain evidence of completion for two revalidation cycles</li> </ul>		R
n	Define data protection technique requirements to be used to access Customer applications, databases and other Customer software on systems across all environments (development, test, production), such as data masking and encryption, and supply tools to meet requirements		R
o	Define requirements for secure disposal of Customer information from workstations or storage media		R
p	Define criteria for IBM personnel termination of access rights to Customer's logical assets upon conclusion of assignment or change of employment		R
q	Log and monitor activities of IBM privileged users with access to Customer managed applications and systems; provide the monitoring results to IBM		R
r	Provide initial (one time) acknowledgement for shared ID's that will be used by IBM personnel		R
s	Submit request to revoke access to Customer systems, applications, databases and other Customer software when IBM personnel no longer require access	R	
t	Respond to revalidation of employment status, business need and access privileges to Customer systems, applications, databases, other Customer software assigned to IBM personnel <ul style="list-style-type: none"> <li>Retain evidence of completion for two revalidation cycles</li> <li>Submit or notify Customer of access changes needed as a result of revalidation activities</li> </ul>	R	
u	Respond to revalidation of shared ID's to Customer systems, applications, databases, other Customer software assigned to IBM personnel Retain evidence of completion for two revalidation cycles Submit or notify of access changes needed as a result of revalidation activities	R	
v	Where IBM has the ability to establish password configuration settings on Customer applications, verify that passwords for IBM personnel working on Customer applications conform to the IBM standards unless Customer requirements are more stringent, at the discretion of IBM	R	
w	Perform a baseline inventory of User ID's to Customer systems, applications, databases, other Customer software assigned to IBM personnel and communicate User ID baseline inventory to Customer for validation	R	
x	Adhere to Customer data protection technique requirements using tools provided by Customer	R	
y	Provide follow-up for issues identified via monitoring of IBM privileged User IDs when alerted by Customer	R	
z	Dispose Customer data in all forms within IBM's control based on Customer's classification and direction. If Customer has not provided any data disposal direction, then data will be disposed of in a manner consistent with IBM internal practices for IBM confidential information	R	
<b>7</b>	<b>Information Security Incident Management</b>		
a	Provide a 24/7 contact plan for reporting security incidents <ul style="list-style-type: none"> <li>Inform IBM of any application and information security incidents involving IBM personnel</li> <li>Provide a Customer security incident coordinator</li> <li>Make decisions on actions to resolve security incidents involving Customer network, systems, personnel or data, including, if appropriate, collection of evidence</li> <li>Interface, as needed, with external entities such as law enforcement, legal or regulatory agencies</li> </ul>		R
b	Assist Customer in initial security incident evaluation for security incidents involving IBM personnel that are reported by Customer as part of security incident management	R	
<b>8</b>	<b>Compliance</b>		
a	Identify and interpret legal, regulatory or contractual security requirements that are applicable to its business and inform IBM of any additional or changed requirements (for example data export or transfer restrictions and privacy laws)		R
b	Review periodic security reporting provided by IBM		R
c	Provide support for application assessments including Customer audit activities, issue management services and closure of issues after audit (Closure of issues impacting cost, schedule, quality may require that the Project Change Control Procedure be followed)	R	
d	Provide periodic, basic security reporting as defined by IBM	R	
<b>9</b>	<b>Separation of Duties</b>		
a	Perform application separation of duties analysis and conflict resolution		R
b	Implement change management on separation of duties analysis		R
c	Perform annual review of separation of duties analysis		R
d	Authorize code promotions, data changes and database changes to production		R
e	Inform Customer of any role, responsibility, or access changes of IBM personnel	R	