

TWC Contract No. 3123ITC018

Appendix J to DIR-TSO-3996



First Amended Statement of Work for

TWC Cloud Migration
Professional Services

Prepared for

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1. Statement of Work

This Statement of Work (“SOW”) is between the Texas Workforce Commission (“Customer” or “TWC”) and the International Business Machines Corporation legal entity referenced below (“IBM”) and adopts and incorporates by reference DIR Contract Number DIR-TSO-3996 identified in the Signature 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. Project Goals and Objectives

TWC has requested IBM AWS Architecture (IBM) resources to continue to assist on their Cloud Architecture for the Vocational Rehabilitation Case Management (VRCM) project. TWC has engaged IBM to:

- Provide Subject Matter Expertise in the specific items described in the Scope of Work below.
- Engage the architecture team and Infrastructure team and provide guidance on their approach integrating the Cloud environments with Rackspace and ATOS.

3. Scope of Work

In this project IBM will:

- a. Assist on the cloud architecture
 - (1) Review current structure & desired future state
 - (2) Diagnose issues preventing integration and data access
 - (3) Provide recommendations, configuration, and recommend updates to the architecture
 - (4) Support TWC resources implementing required changes.
 - (5) RDS – Assess KMS Customer Managed Key for Native backup and restore.
 - (6) RDS - AS Azure integration.
 - (7) Assess Application/Network monitoring/tracing inside ECS Fargate container.
- b. Provide Knowledge Sharing
 - (1) Cloud architecture best practices
 - (2) Document findings

4. Resources and Hours of Coverage

- a. Work under this SOW will be performed remotely from IBM or Employee offices. IBM can meet at the customer site as required. IBM would pre-arrange onsite visit schedule with TWC.
- b. IBM will provide the Services under this SOW during normal business hours, *{8:00 AM to 6:00 PM Central Time, Monday through Friday}*, except national holidays. If necessary, Customer will provide after-hours access to Customer facilities to IBM personnel. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.

5. Assumptions

- a. IBM personnel will have reasonable access to relevant TWC staff and management beyond the delivery team.

- b. TWC stakeholders will respond/provide requested information in a timely manner.
- c. TWC will identify an individual with the authority to make decisions and provide the direction necessary to complete the services described.
- d. TWC will identify an individual who will be able to approve milestone completion.
- e. Where possible and feasible, work performed as part of this Proposal will be performed remotely unless otherwise specified. TWC will grant access to required systems through a VPN, or a dedicated laptop provided by TWC, if required.
- f. This Proposal was generated based on information available at the time of its creation. If significant new information is discovered that changes the scope, timeline, or cost of the engagement, IBM will notify the TWC Contract Manager upon its discovery and before taking action.
- g. It is assumed that the engineering, operations, and quality assurance teams will enable access to all systems, source code, documentation and reference architectures for the AWS environment as needed.
- h. IBM will apprise client of all current milestones on a weekly basis and communicate any concerns that may impact the implementation schedule.
- i. TWC will enable technical staff, executive leadership, operations personnel and QA resources for conversations and discovery throughout the assessment process, specifically where TWC expertise and knowledge base is needed (for example ERP systems).
- j. IBM will provide best effort to remain on schedule for all deliverables.
- k. All data, diagrams, topography maps developed for TWC will be provided to TWC and will become TWC property.

6. IBM Responsibilities

6.1 Service Delivery Management

A Service Delivery 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. Ensure all IBM team members are able to work remotely within the forty-eight (48) contiguous United States and that any on-premises work at TWC is performed only with advanced approval from the TWC IT Contract Manager.
- d. Establish documentation and procedural standards for deliverables as required
- e. Review the IBM standard invoice format and billing procedure to be used on the project with the Customer Project Manager
- f. Administer the Project Change Control Procedure with the Customer Project Manager
- g. Coordinate and manage the technical activities of IBM project personnel

7. Professional Services

IBM will provide Professional Services resources to assist the Cloud Architecture team.

IBM will:

7.0.1 Provide the following team roles:

Title	Description / Skills
Cloud Architect	<ul style="list-style-type: none"> • 8+ years' experience working directly with and in support of Cloud technologies [AWS and Azure]

	<ul style="list-style-type: none"> • Responsible for all architecture designs and deliverables • Escalates issues to Delivery Executive • Leads Agile Standups and team ceremonies • Responsible for making sure all proposed solutions will pass the AWS Well Architected Review framework and meet passing criteria for all 6 pillars. <ul style="list-style-type: none"> ○ AWS Well-Architected helps cloud architects build secure, high-performing, resilient, and efficient infrastructure for a variety of applications and workloads. Built around six pillars—operational excellence, security, reliability, performance efficiency, cost optimization, and sustainability.)
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8. 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.

8.1 Customer Project Manager and Contract 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 have 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 10 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.
- g. Prior to the start of this project, Customer will designate a person called the Customer Contract Manager who will be the focal point for IBM communications relative to this statement of work, purchase order, invoicing, and billing and will have authority to act on behalf of Customer in accordance with TWC and Information Technology division policies and procedures.
- h. 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 affect 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.

8.2 Customer Execution Team

IBM would assume 3-5 hours weekly from each of the below teams over the life of the engagement:

- Product Development & Delivery Team
- Infrastructure Operations Team
- QA Team
- DevOps Team (assuming not embedded in above teams)

The total man hour estimate does not include weekly stand ups. IBM and TWC teams will readjust expectations throughout the life of the engagement should external factors suggest that more or less time is required.

8.3 Other Customer Responsibilities

Customer will:

- 8.3.1 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;
- 8.3.2 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;
- 8.3.3 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;
- 8.3.4 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;
- 8.3.5 upon written request, provide IBM with a decision on whether it approves IBM's request 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;
- 8.3.6 upon request, 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;
- 8.3.7 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, 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 obtain such licenses or approvals within a reasonable time frame. Customer agrees to reimburse IBM for any reasonable expenses that IBM may incur from Customer's failure to obtain these licenses or approvals respecting mutually-agreed service levels.;
- 8.3.8 be responsible for determining that any non-IBM products and their integration comply with national building and installation codes and other laws and regulations, including product safety regulations;
- 8.3.9 perform Customer roles and responsibilities as indicated in the Information Security Table of Roles and Responsibilities appendix.

9. Deliverables

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

Project Materials

- Document: Architecture recommendations and documentation
- All Cloud design documentations and referenced architectures provided to TWC

10. 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 accepted deliverables; or
- b. the Services are terminated in accordance with the provisions of this SOW and DIR e Contract Number DIR-TSO-3996.

11. Estimated Schedule

High level schedule for three work products is listed below. Note that this schedule is an estimate, contingent on access to resources and staffing availability. Schedule will be confirmed as this engagement commences.

- Initial written assessment of current state of Cloud Architecture Planning with twenty (20) calendar days after award of contract (AOC).
- Written recommendation on what the future state of Cloud Architecture for specified project within forty (40) calendar days after AOC.
- Written gap analysis of actions TWC should take to achieve approved recommendations for future state Cloud Architecture within fifty (50) calendar days after AOC.

11.1 Option to Renew

The end date of this SOW can be extended by one additional year upon mutual agreement of the parties and will be treated as a Project Change Request. Any rate adjustment that will apply at the beginning of the additional year renewal will be mutually agreed to by the parties.

12. Charges

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

Services Description	Estimated Hours	Hourly Rate	Estimated Charges
<i>Cloud Architect</i>	106	\$300	\$31,800
<i>{Total Not-to-Exceed Hours and Charges (excluding any applicable taxes. e.g., VAT, etc.)}</i>			\$31,800

TWC will provide IBM with a PO and IBM will invoice Customer monthly for actual Services hours worked and other reasonable expenses incurred in connection with the Services.

13. Additional Terms and Conditions

Termination

Customer may terminate this SOW by giving IBM not less than thirty (30) days written notice. IBM and Customer will mutually agree to the work to be performed within the thirty (30) day notice period. Upon termination, subject to such agreement, Customer will pay IBM the charges for Services IBM provides and Products IBM delivers through termination and all completed and accepted deliverables IBM has prepared and delivered through termination (including all associated and reasonable costs and expenses IBM incurs, but only to the extent that such costs and expenses have been (a) itemized, as agreed by IBM and Customer in the thirty (30) day notice, and (b) duly documented by IBM to Customer as having been actually incurred).

If IBM 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 following applies:

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 county(ies) named or described below, limited to only such county(ies) as are expressly associated with the specific data set(s) or type(s).

For purposes of clarity, the Customer will not provide to IBM and IBM will not accept any personal health information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

The Customer agrees that no Customer personal data that is subject to European General Data Protection Regulations (GDPR) requirements will be provided to IBM under this SOW. In the event of a change, the Customer will notify IBM in writing and IBM’s Data Processing Addendum (DPA) at <http://ibm.com/dpa> will apply and supplements the SOW. Additionally, IBM and the Customer will agree on a DPA Exhibit (as described in the DPA). The DPA Exhibit and, if applicable, a custom services DPA amendment will be added as an Appendix to this transaction.

Deliverable Acceptance

The following details the acceptance criteria for deliverables stated in this SOW:

- Recommendations have been documented and reviewed by TWC

14. Signature Acceptance

DIR Contract number DIR-TSO-3996 (including 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 5/25/2023.

Agreed to: Texas Workforce Commission	Agreed to: International Business Machines Corporation
By <u>Heather Hall</u> Authorized signature	By <u>Michael McDaid</u> Authorized signature
Title: Chief Information Officer	Title: Partner
Name (type or print): Heather Hall	Name (type or print): Michael McDaid
Date: 5/27/2023	Date: 6/3/2023
Customer number: 3123ITC018	Referenced Agreement name: DIR Contract
	Agreement number: DIR Contract Number DIR-TSO-3996

Project Name: VRCM Cloud Architecture Professional Services	SOW number:
Estimated Start Date: 5/25/2023	
Estimated End Date: <i>7/07/2023</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.

Appendix A: Project Procedures

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 and agree in writing to implement it, recommend it for further investigation, or reject it. IBM will specify any charges for such investigation.

Deliverable Acceptance Procedure

- a. Within fourteen (14) business days of receipt, the Customer Project Manager will either accept the deliverable by written notice or provide IBM with a written list of requested revisions; otherwise the deliverable will be deemed accepted.
- b. Any revisions requested by Customer and agreed to by IBM will be made and the deliverable will be resubmitted within fifteen (15) business days of Customer advising IBM of the requested revisions. No deliverable for which revisions have been requested will be deemed accepted, until TWC provides written notice of acceptance of the deliverable, which written notice shall be no later than seven (7) business days of Customer's receipt of the resubmitted deliverable.
- c. The revisions requested by the Customer and not agreed to by IBM will be managed through the Project Change.

Good Faith Negotiations

- a. Customer and IBM will meet to resolve issues relating to the Services. The parties will attempt in good faith to resolve any claim or controversy arising out of or relating to the execution, interpretation, or performance of services under this SOW through prompt negotiation between representatives of the parties who have authority to settle the controversy

Appendix B Information Security Roles and Responsibilities Table

Personal Information (“PI”) is any information any information relating to an identified or identifiable individual.

Sensitive Personal Information (“SPI”) refers to information that is considered "sensitive" due to the risks that such information could be misused to significantly harm an individual in a financial, employment or social way.

Business Sensitive Information (“BSI”) refers to is any information protected by a client or other company as important to their business, the improper exposure or use of which could harm them.

IBM and Client will perform the responsibilities shown below in the Information Security Roles and Responsibilities table as applicable to the services being provided in the Statement of Work per their respective scope of responsibility.

Control Area	INFORMATION SECURITY ROLES AND RESPONSIBILITIES	IBM	Client
1	Security Policy		
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"> • Validate that the workstation and application security controls meet Client requirements driven by security policy and risk acceptance. • Identify security requirements for new applications. • Request exceptions to the base Roles and Responsibilities as defined in this table, as needed. 		R
b	Notify IBM if Client 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 table during any contractual change in scope to the engagement.		R
d	Review the Roles and Responsibilities as defined by this table with Client, during any contractual change in scope to the engagement.	R	
e	Respond to exception or Project Change Requests from Client 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	
2	Organization of Information Security		
a	Designate a knowledgeable Client 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"> • Interfacing with the Client focal point on security requirements. • Implementation of security requirements for which IBM is responsible in accordance with the negotiated and agreed to Roles and Responsibilities (as defined by this table). 	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 table).	R	
3	Asset Management		
a	Be responsible for its information assets, including software, physical assets, and services.		R
b	Identify and communicate to IBM any Client data designated as confidential, business-sensitive information (BSI), personal information (PI), and sensitive personal information (SPI) to which IBM will have access.		R
c	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"> • Data transmitted via public telecommunications facilities or services. • Transport of confidential information, personal information, sensitive personal information and business sensitive information (e.g., encryption, transport over secure lines); and • 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). 		R

	<ul style="list-style-type: none"> • Printing of Client information. • Data discard or destruction requirements. 		
e	Follow approved Project Change Control Procedure (defined in the IBM Consulting Statement of Work) for security related changes.	R	
f	<p>Handle information identified by the Client as confidential, business sensitive, personal and sensitive personal in accordance with the following controls:</p> <ul style="list-style-type: none"> • On applications, protect Client data by access controls as specified under IBM Responsibilities, in Area 6, 'Access Control'. • Client data on portable storage media is not allowed unless explicitly allowed in this SOW. • When information is printed at IBM locations, keep printed information identified by Client as confidential, business sensitive, personal and sensitive personal in a locked container or physically controlled area. • Only use information for the purposes of providing services in this SOW. • Only share information with authorized parties as allowed in this SOW. 	R	
4	Human Resources Security		
a	Address information security in the hiring, termination and personnel management processes for Client personnel.		R
b	Provide security awareness training to Client personnel and other network or system users authorized by Client.		R
c	Identify and provide to IBM any Client-specific personnel requirements such as background checks or others applicable by law.		R
d	Identify and provide to IBM any Client-specific security training required for IBM personnel.		R
e	Take appropriate management action if there is a misuse of authority by any Client personnel.		R
f	Address Client 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	
5	Physical and Environmental Security		
a	Secure work areas and restrict access from the general public at Client sites where IBM personnel will work		R
b	Identify and provide to IBM any Client-specific information security requirements for printing, storing and transmitting Client information.		R
c	<p>Define where IBM personnel will work:</p> <ul style="list-style-type: none"> • IBM locations or Client sites. • Define remote or work at home options. 		R
d	Supply and manage secure workstation image(s) including endpoint protection software, firewall protection, and whole-disk encryption for workstations provided by Client to IBM personnel.		R
e	Respond to virus attacks and initiate corrective action on workstations provided by Client to IBM personnel.		R
f	Define requirements for return of assets and removal of access rights to Client 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 Client sites (related to execution of this SOW) where IBM personnel will work from.	R	
i	Provide security for work areas and restrict access from the general public at IBM sites.	R	
j	Supply and install IBM endpoint protection 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	
6	Access Control		
a	Authorize, administer and manage user IDs and passwords for Client managed applications, systems and subsystems.		R
b	Provide unique login IDs and passwords to IBM personnel for Client managed applications, systems and subsystems.		R

c	Define access control requirements and process and administer logical access for network infrastructure systems and devices under Client management.		R
d	Define access control requirements for Client applications, databases and other Client 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 Client applications, databases and other Client software on systems across all environments (development, test, production).		R
f	Administer revocation of access for Client managed applications, systems and subsystems as appropriate, based on validation activities and when requested by IBM.		R
g	Define revocation requirements for Client applications, databases and other Client software on systems across all environments (development, test, production).		R
h	Be responsible for revalidating the employment status and business need for access to Client applications and systems for Client personnel.		R
i	Be responsible for revalidating the business need for IBM personnel access to Client managed applications, systems and subsystems, periodically but at least every 12 months.		R
j	Be responsible for implementing access changes to Client 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 IDs assigned to IBM personnel with access to Client managed applications, systems and subsystems, periodically but at least every 12 months.		R
l	If Shared IDs are applicable to this scope of work, revalidate shared IDs assigned to IBM with access to Client applications, databases and other Client 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"> Retain evidence of completion for two revalidation cycles. 		R
n	Define data protection technique requirements to be used to access Client applications, databases and other Client 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 Client information from workstations or storage media.		R
p	Define criteria for IBM personnel termination of access rights to Client's logical assets upon conclusion of assignment or change of employment.		R
q	If Privileged IDs are applicable to this scope of work, log and monitor activities of IBM privileged users with access to Client managed applications and systems; provide the monitoring results to IBM.		R
r	If Shared IDs are applicable to this scope of work, provide initial (one time) acknowledgment for shared ID's that will be used by IBM personnel.		R
s	Submit request to revoke access to Client systems, applications, databases and other Client software when IBM personnel no longer require access.	R	
t	Respond to revalidation of employment status, business need and access privileges to Client systems, applications, databases, other Client software assigned to IBM personnel. Submit or notify Client of access changes needed as a result of revalidation activities.	R	
u	If Shared IDs are applicable to this scope of work, provide, respond to revalidation of shared IDs to Client systems, applications, databases, other Client 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	Perform a baseline inventory of User IDs to Client systems, applications, databases, other Client software assigned to IBM personnel and communicate User ID baseline inventory to Client for validation.	R	
w	Adhere to Client data protection technique requirements using tools provided by Client.	R	
x	If Privileged IDs are applicable to this scope of work, provide, provide follow-up for issues identified via monitoring of IBM privileged User IDs when alerted by Client.	R	
y	Dispose of Client data within IBM's control based on Client's classification and direction. If Client 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	
7	Information Security Incident Management		

a	Provide a 24/7 contact plan for reporting security incidents <ul style="list-style-type: none"> • Inform IBM of any application and information security incidents involving IBM personnel. • Provide a Client security incident coordinator. • Make decisions on actions to resolve security incidents involving Client network, systems, personnel or data, including, if appropriate, collection of evidence. • Interface, as needed, with external entities such as law enforcement, legal or regulatory agencies. 		R
b	Assist Client in initial security incident evaluation for security incidents involving IBM personnel that are reported by Client as part of security incident management.	R	
8	Compliance		
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	Provide support for application assessments including Client 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	
9	Separation of Duties		
a	Perform application separation of duties analysis and conflict resolution.		R
b	Implement change management on the separation of duties analysis.		R
c	Perform an annual review of separation of duties analysis.		R
d	Authorize code promotions, data changes and database changes to production.		R
e	Inform Client of IBM personnel role, responsibility, or access changes.	R	
10	Patch Management		
a	Perform patch management to maintain all assets, systems, applications in the Client domain at an acceptable level, except to the extent IBM has accepted responsibility through the SOW.		R
11	Security Configuration Management		
a	Perform security configuration for Client-owned and administered assets, as per Client process for implementing and maintaining security options, settings, control parameters, and logging		R
12	Secure Software Development / SPbD		
a	Perform security assessment and testing for all software development (e.g Threat modeling, vulnerability scans, penetration testing, other)		R
13	IT Change Management		
a	Perform code promotion, or release, in the Client's production environments		R