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Term of Reference

for the development of the Information System of the
General Inspectorate for Migration

ANNEX B

OWNER: IGM Working Group

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Contents

Annex B Requirements and rules regarding the provision of maintenance and post-implementation support services of the IS "Migration"	328
B.1. Concepts and definitions	328
B.2. Description of services.....	328
B.3. Service Level Requirements (SLAs)	329
B.3.1. Service Level Requirements	331
B.3.2. Maintenance services	331
B.3.3. Development Services Requirements	334
B.3.4. Rules regarding the process of applying changes	334
B.4. Quality assurance.....	335
B.5. Requirements for process organisation and interaction between the parties	336
B.6. Rules for climbing	338
B.7. Service level reporting	338
B.8. Information security	339

Annex B

Requirements and rules regarding the provision of maintenance and post-implementation support services of the SI "Migration"

The purpose of the post-implementation support and maintenance services of the "Migration" IS is to ensure the following objectives for the IGM:

- The functionality offered by the system will be aligned over time to the changing business needs of IGM;
- Incidents and problems arising in the process of operation of the IS "Migration" information system will be addressed and solved in a timely manner, with minimal impact on the activity of the IGM;
- The difficulties in operating the IS "Migration" will be able to be overcome correctly and in a timely manner, without affecting the functioning of the information system.

In order to achieve these objectives, the post-implementation support and maintenance services are to be provided by the Provider according to the requirements set out in this specification.

IGM expects the offer for post-implementation support and maintenance services to be based on best practices in the field of project management and IT service management (e.g.: ISO 20000, ITIL, etc.).

B.1. Concepts and definitions

Incident - is considered any unplanned event that affected or could have affected the availability and performance indicators of SIA.

Problem – represents a cause that has led or may lead to the occurrence of an incident.

Request for support – any interpellation from the Beneficiary related to the SIA served.

Development request – any request that requires the development of the SIA and involves the development of new functionalities by developing program code or modifying the informational content of the DB (database) or/and development of the associated infrastructure or/and the development of new work procedures and staff training.

Support service level – represents the level of quantitative indicators that characterize the quality of the service operation (according to the international terminology Service Level Amenity) agreed with the Beneficiary.

Service Level Agreement (SLA) - is a formal document that defines the specific levels of services that the Provider will provide and establishes the performance and quality standards that the Provider must meet.

ServiceDesk – is a centralized point of contact where users can request help with various issues related to system support.

The "best effort" principle – a situation in which the Provider will make every effort to provide the Services at the highest possible quality, but without guaranteeing compliance with the quality parameters set out in these Rules;

Working hours – the time interval between 8:00 and 19:00.

B.2. Description of services

This chapter describes the warranty, support and post-implementation maintenance services required. Any subsequent reference to these terms shall have the meaning indicated in this paragraph. Also, the requirements of the IGM for each type of services are established.

Support services – represent the services provided by the Provider to the users of the system in order to overcome the incidents produced, to solve the problems detected and for the purpose of the correct and

efficient use of the information system. Support services focus on direct interaction with users. As a result of the support request, the Beneficiary expects the requested service to be provided according to the pre-established quality level. The support services to be provided according to this specification include:

- a) **User support** – includes: consulting services provided to users in order to use the system's functionalities correctly and efficiently; maintaining the knowledge base and the list of frequently asked questions (FAQs);
- b) **Technical support provided to administrators** - includes: support services for solving specific technical problems related to the use and operation of the system, such as: diagnosis and correction of defects, management of software and hardware configuration, installation and update of software.
- c) **Incident management** - refers to the process of identifying, recording, analyzing and resolving incidents that occur in the use of the system. As a result of the incident management support services, the Beneficiary expects a solution regarding the removal or circumvention of the incident/problem stated.
- d) **Problem management** – refers to identifying, analyzing, and describing the causes of software deficiencies/errors/malfunctions.
- e) **Pro-active support** – involves actively monitoring system components to identify and resolve issues before they affect users.

Maintenance services are a set of proactive and reactive activities designed to ensure the correct and efficient operation of a software system over time, the prevention and correction of problems, the adaptation to new requirements and technologies, as well as the continuous improvement of its performance and security. Maintenance services are system-focused. For this purpose, the Provider may come up with updates and changes at the level of the applications and new versions of the applications

The following types of maintenance are to be performed:

- Corrective maintenance – consists of the reactive modification of the computer system, in operation, aimed at correcting the identified critical defects or/and restoring the functionality in case of an incident.
- Preventive maintenance – consists of pro-active measures of diagnosis and adjustment of the system in operation in order to identify and remove hidden defects that can generate operating problems;

B.3. Service Level Requirements (SLAs)

The maintenance and support services provided must ensure the fictitious of the information systems at a level of quality not lower than that defined by the Beneficiary.

Quality parameters for the operation of the System are:

- **Readiness** – the ability of the system and its components to receive inquiries from authorised entities and to respond to those inquiries in a timely manner;
- **Usability** – the ability of the system to function correctly, delivering the expected services to users and authorized entities;
- **Performance** – the ability of the system to respond to legitimate interpellations at set parameters;
- **Security** – the ability of the system to ensure the confidentiality, integrity and availability of the information stored within the system.

The quantitative parameters that characterize the level of support services provided are the following:

- **Response Time (TR)** - is the time in which the Provider will react to a support request, diagnose the situation and determine the necessary actions to be taken for resolution;

- **Resolution Time (TS)** – is the objective time in which the Supplier is expected to take the actions in its area of responsibility to fully resolve the *IGM request*.

The quantitative parameters that characterize the level of maintenance services:

- **The Availability Guarantee Period** is the time frame during which the system is ensured to be functional and accessible to users according to the standards specified in the service level agreement (SLA)
- **Scheduled Maintenance Time** - the amount of time allocated for planned maintenance activities that may cause temporary service interruptions.
- **Frequency of Preventive Maintenance** – indicates the periodicity with which the planned maintenance activities are carried out

The Beneficiary's requests for support services are classified in terms of their importance to the Beneficiary. The importance for the Beneficiary is assessed according to the impact (produced or probable) of the event that generated the need to place the request on the quality parameters for the operation of the applications. From this point of view, the Beneficiary's requests will be classified on the following scale:

Classification	Impact on quality parameters for the operation of applications
Criticism	<p><i>Availability:</i> The computer system is unavailable to all or most users. Important transactions need to be carried out as soon as possible (order of hours).</p> <p><i>Usability:</i> Key business functions cannot be used. There are no alternative procedures and functionalities.</p> <p><i>Performance:</i> the response time to user queries makes the computer system practically unavailable.</p> <p><i>Security:</i> there are major risks of compromising the privacy, integrity or availability of data.</p>
High	<p><i>Availability:</i> the computer system is unavailable to a good part of the users. Important transactions and operations are required to be carried out by the beginning of the next day.</p> <p><i>Usability:</i> Key business functions can be used limited.</p> <p><i>Performance:</i> The response time to user queries significantly affects the performance of key business processes.</p> <p><i>Security:</i> There are high risks of compromising the privacy, integrity or availability of data.</p>
Ordinary	<p><i>Availability:</i> the computer system is unavailable to some users. There are transactions and operations that must be executed in the next three days.</p> <p><i>Usability:</i> The business functionality of the system can be used to a limited extent.</p> <p><i>Performance:</i> the response time to user queries moderately affects the development of business processes.</p> <p><i>Security:</i> There are risks of compromising the privacy, integrity or availability of data.</p>
Low	<p><i>Availability:</i> the computer system is unavailable to a limited number of users. There are no transactions and operations that must be executed within up to three days.</p> <p><i>Usability:</i> the business functionality of the information system is insignificantly affected. There are alternative procedures and functionalities.</p> <p><i>Performance:</i> The response time to user queries is higher than usual. The development of business processes is not affected.</p> <p><i>Security:</i> There are minor risks of compromising the privacy, integrity, or availability of data.</p>

When placing a request for post-implementation support and maintenance services, *the IGM* establishes the classification for the request. *The IGM* will attach brief information to explain the classification performed. *The IGM* will be able to reclassify the requests placed, depending on the changes in the context related to the requests.

B.3.1. Service Level Requirements

The level of support services provided by the Provider must correspond to the requirements specified in the following table

1. Table 9.1. Service level requirements

ID	Obligation	Requirement															
CPI.2.	M	The operation of the system is considered to be at the agreed level of performance if the requirements of PERF 001 - PERF 006 described in this specification are met.															
CPI.3.	M	<p>The response and incident resolution time shall correspond to the requirements specified in the following table:</p> <table> <tr> <th>Classification of the request placed by the IGM</th><th>Response Time (TR)</th><th>Resolution Time (TS)</th></tr> <tr> <td>Critical</td><td>5 min</td><td>60 min</td></tr> <tr> <td>High</td><td>60 min</td><td>End of day</td></tr> <tr> <td>Ordinary</td><td>24h</td><td>3 days</td></tr> <tr> <td>Low</td><td>3 days</td><td>Best Effort*</td></tr> </table> <p>Note: * The provider will make every effort to solve the request for services as quickly as possible, operating normally. The time limit for solving the request will be communicated and accepted by the IGM. Subsequent changes to the time limit are allowed only with your consent</p>	Classification of the request placed by the IGM	Response Time (TR)	Resolution Time (TS)	Critical	5 min	60 min	High	60 min	End of day	Ordinary	24h	3 days	Low	3 days	Best Effort*
Classification of the request placed by the IGM	Response Time (TR)	Resolution Time (TS)															
Critical	5 min	60 min															
High	60 min	End of day															
Ordinary	24h	3 days															
Low	3 days	Best Effort*															

B.3.2. Maintenance services

The parameters characterizing the level of maintenance services offered by the Provider during the warranty period of *SI "Migration"* are described in Table 9.7.

2. Table 9.2. Requirements for maintenance services of the SI "Migration"

ID	Importance	Requirement								
CPI.4.	M	The Guaranteed Availability period of the system must be ensured at a level of 99.5% . This means that for a month the system may be unavailable due to incidents for no more than 3.6 hours								
CPI.5.	I	<p>Maintenance activities are limited to the components of the system that are managed by the Supplier. The quantitative and qualitative indicators do not take into account the disturbances that are caused by components that are not managed by the Provider, such as the Cloud infrastructure (MCloud) provided by STISC, the government data transfer network and IGM, other ICT components that have to do with IS "Migration" but are not managed by the Provider.</p> <p>The configuration of the virtual environments for IS "Migration" within the virtual infrastructure allocated for IGM in MCloud is the responsibility of the Provider and is included in the maintenance services.</p>								
CPI.6.	M	<p>Frequency of Preventive maintenance works – is quarterly</p> <p>The provider will apply a policy to minimize the frequency of issuing updates at the application level. The policy applied by the Provider will allow <i>IGM</i> to apply the new updates <i>on a quarterly basis</i>.tag.</p> <p>The exception may be updates intended to remove critical and security issues at the SI level "<i>Migration</i>"</p>								
CPI.7.	M	<p>The provider will apply a policy of non-obligation to implement new versions of the applications. The policy applied by the Vendor will allow <i>IGM</i> to deploy new versions of the applications based on the value of the updates, including the security risks that are addressed.</p>								
CPI.8.	M	<p>The supplier will communicate <i>to the IGM</i> its schedule for issuing updates and new versions. For updates, the Supplier is to notify the <i>IGM</i> at least one month in advance. For new versions, the Supplier is to notify the <i>IGM</i> at least 3 months in advance.</p>								
CPI.9.	M	<p>In order to keep the "<i>Migration</i>" <i>IS</i> in functional condition, the Supplier may perform maintenance works at the level of the IT components related to the information system.</p> <p>The supplier will communicate in advance <i>to IGM</i> its schedule for making changes.</p> <p>The type of maintenance works and the Supplier's commitments regarding their coordination with the Beneficiary, their period and duration are set out in the following table:</p> <table><tr><th>Type of maintenance work</th><th>Beneficiary Notification</th><th>Initiation conditions</th><th>Period and duration of works</th></tr><tr><td>Minor changes that do not affect the level of services</td><td>5 days in advance.</td><td>Plan for the application of changes approved by the Beneficiary</td><td>They are carried out outside the guaranteed availability period</td></tr></table>	Type of maintenance work	Beneficiary Notification	Initiation conditions	Period and duration of works	Minor changes that do not affect the level of services	5 days in advance.	Plan for the application of changes approved by the Beneficiary	They are carried out outside the guaranteed availability period
Type of maintenance work	Beneficiary Notification	Initiation conditions	Period and duration of works							
Minor changes that do not affect the level of services	5 days in advance.	Plan for the application of changes approved by the Beneficiary	They are carried out outside the guaranteed availability period							

ID	Importance	Requirement			
				Presence of key specialists who ensure the administration of the components of the information system	for <i>SI</i> "Migration". The duration of these works will not exceed 4 hours.
		Major changes that require the complete or partial shutdown of the information system or involve risks to its operation	10 days in advance.	Plan for the application of changes approved by the Beneficiary. Test report approved by the Beneficiary. The presence of key specialists who ensure the administration of the components of the information system.	They are carried out outside the guaranteed availability period for <i>SI</i> "Migration". The duration of these works will not exceed 24 hours.
		Urgent works, the immediate performance of which may lead to the unavailability of the Services or may affect their operation.	With the notification as soon as the need for their initiation arose.	The presence of key specialists who ensure the administration of the components of the information system.	They can be performed at any time. Their duration should not exceed 2 hours.

B.3.3. Development Services Requirements

The parameters characterizing the level of development services offered by the Provider during the warranty period of *SI "Migration"* are described in Table 9.8.

3. Table 9.3. Requirements for IGM's "Migration" IS development services in the post-implementation period

ID	Obligation	Requirement
CPI.10.	M	The supplier will react to a development request from <i>IGM</i> within a maximum of 3 working days.
CPI.11.	M	The supplier will come up with the budget estimates and the concept of the solution in maximum 10 days.
CPI.12.	M	<p>The hourly rate starts from the premise that the Provider will make available to the Beneficiary, for the respective period, all the specialists, in any combination, necessary to carry out the task set. Also, the specialists will have all the material, non-material and organizational means necessary to carry out the task.</p> <p>The tariffs include all expenses incurred by the Service Provider, including: travel to the beneficiary's premises, telecommunications and internet expenses, taxes and fees according to the legislation in force.</p>
CPI.13.	M	The supplier will deliver the solution within the agreed time with <i>IGM</i> , applying the principle of "the best effort".
CPI.14.	M	The provider will allow <i>IGM</i> to prioritize development requests and subsequently review them. The review of the priorities of the requests will make it possible for the Supplier to review the delivery times of the solutions.

B.3.4. Rules regarding the process of applying changes

All changes applied within the *SI applications "Migration"* in the context of the provision of post-implementation support and maintenance services will be managed according to a mature change management process.

Table 9.10 contains the requirements for the organization of change management for the SI information system "*Migration*".

4. Table 9.4. Requirements for change management of the SI "Migration"

ID	Obligation	Requirement
CPI.15.	M	The provider will propose the <i>IGM</i> application change management procedure. The procedure will be coordinated and accepted by the <i>Beneficiary</i> .
CPI.16.	M	The works for the application of the changes will be carried out by the Provider with minimal impact on the parameters of functionality and availability of the Services
CPI.17.	M	<p>The change management procedure must provide for at least the following activities under the responsibility of the supplier:</p> <ul style="list-style-type: none">• testing for changes in the IGM test environment;• preparation of the plan for the implementation of the changes;

ID	Obligation	Requirement
		<ul style="list-style-type: none"> • preparing the rollback plan in case of failed changes; • preparation of detailed technical documentation related to the changes (the documentation will include the description of the changes, the affected components, the installation instructions, the rollback plan in case of failure, the follow-up procedures to ensure the correct implementation of the changes); • updating the user documentation and the technical documentation related to the applications and transmitting it to the <i>IGM</i>; • providing the software packages related to the changes; • providing the files containing the source code related to the changes (the authenticity and integrity of the software packages and the source code must be ensured by applying the digital signature of the provider - code signing);
CPI.18.	M	The Provider will keep track of all changes related to <i>the SI "Migration"</i> in a Change Register. <i>The IGM</i> will have read access to this Register.
CPI.19.	M	The provider will apply a policy of non-obligation to implement new versions of the applications. The policy applied by the Vendor will allow <i>IGM</i> to deploy new versions of the applications based on the value of the updates, including the security risks that are addressed.
CPI.20.	D	<p>The supplier will communicate <i>to the IGM</i> its schedule for issuing updates and new versions.</p> <p>For updates, the Supplier is to notify the <i>IGM</i> at least one month in advance. For new versions, the Supplier is to notify the <i>IGM</i> at least 3 months in advance.</p>

B.4. Quality assurance

The quality of post-implementation support and maintenance services directly influences the quality of use of *IS "Migration"*. The provider must be able to demonstrate that these services will be provided at the agreed level of quality. Table 9.11 contains the quality assurance requirements for post-implementation support services for the SI information system "*Migration*".

Table 9.5. Requirements for ensuring the quality of post-implementation support and maintenance services for SI '*Migration*'

ID	Obligation	Requirement
CPI.21.	I	<p>Development services are provided by the Provider at the request of <i>IGM</i> for the purpose of aligning <i>SI "Migration"</i> with <i>IGM</i>'s changing business needs.</p> <p>A change/development request is an address from <i>IGM</i> to the Provider in order to obtain changes in the <i>SI "Migration"</i> functionalities or in order to deliver new functionalities for the IT system.</p> <p>A request from <i>IGM</i> will be considered as modification/development only if the requested functionality is not provided by <i>SI "Migration"</i> or is provided</p>

ID	Obligation	Requirement
		differently than the one requested <i>by the Beneficiary</i> . The latter category does not include requests related to the correction of functionalities that present a deviation from the product development specifications.
CPI.22.	M	<p>As part of the modification and development services of <i>SI "Migration"</i>, the Provider will perform:</p> <ul style="list-style-type: none"> receiving the request for modification with the description of the related functional specifications; elaboration of the technical project (SRS+SDD) related to the request and its coordination with <i>IGM</i>; <p>making changes and developments at the level of the <i>SI components "Migration"</i>.</p>
CPI.23.	M	<ul style="list-style-type: none"> The implementation of the changes and developments at the system level will be carried out according to the requirements set out in Annex B, chapter B.3.1. Change Management
CPI.24.	M	<p>Any development for the application software related to <i>the IS "Migration"</i> will be initiated based on a request from <i>the IGM</i>. The request will be accompanied by the functional specifications for the requested change. The implementation of any change related to <i>the SI "Migration"</i> will go through the change management process agreed with <i>IGM</i>.</p> <p>For changes in the application software, the process will provide at least:</p> <ul style="list-style-type: none"> implementation in the <i>IGM</i> test environment with unit testing by <i>IGM</i>; implementation in the <i>IGM</i> test environment and carrying out acceptance tests, with the involvement of <i>SI "Migration"</i> users; Implementation in the production environment of the <i>IGM</i>, according to the established change management procedure; final review and acceptance of the change.

B.5. Requirements for process organisation and interaction between the parties

The way of organizing the support services, including after the expiry of the warranty period of the *SI "Migration"* are described in the non-functional requirements included in Table 9.9

5. Table 9.6. Requirements for the management of support services of *IS "Migration"*

ID	Obligation	Requirement
CPI.25.	M	<p>The provision of services by the selected Provider to <i>IGM</i> will be made considering the <i>ISO 20000 standards and the ITIL v3.0 set of practices</i>.</p> <p>The supplier must have the ability to interact with <i>the IGM</i> according to established best practices. It must also have internal processes and capabilities to perform operationally according to the practices mentioned in the field.</p>

ID	Obligation	Requirement
CPI.26.	M	Operational support for the use of the Services is provided by the Provider through a single access point - Customer Support Service (SSC) to which all requests from IGM will be directed.
CPI.27.		The Provider's SSC will be available 24x24x365 for receiving requests. The availability to solve them is determined by the agreed level of services.
CPI.28.	M	<p>The Provider offers the Beneficiary the possibility to contact the SSC by the following methods (listed in order of decrease of preference):</p> <ol style="list-style-type: none"> 1) use of the Service Desk's Request Management System (Service Desk). 2) sending email to the SSC address; 3) phone call to the corporate number of the SSC.
CPI.29.	M	Support services will be provided remotely. If necessary, the Supplier's specialists will go to the <i>IGM headquarters</i> .
CPI.30.	M	<p>For the provision of post-implementation support and maintenance services, the provider will provide <i>IGM</i> with an application platform, available for <i>IGM</i> through the Internet network (e.g. Service/Help desk solution).</p> <p>The application platform will be adequately secured. All interactions between the Provider and the Provider within the provision of post-implementation support and maintenance services will be carried out through the respective platform.</p>
CPI.31.	M	The provider will monitor the quality of post-implementation support and maintenance services and will react to the admitted deviations in order to prevent them.
CPI.32.	M	<p>The supplier will submit monthly reports to the <i>IGM</i> on the services provided and their level. The reports will also contain information on the actions taken by the provider or planned, in order to improve the quality of services.</p> <p>At least the following reports are expected to be submitted:</p> <ul style="list-style-type: none"> • Service level reports; • Incident troubleshooting reports; • Examination reports of the development requests related to the perfective maintenance, as the case may be.
CPI.33.	M	The supplier will submit quarterly to <i>the IGM</i> the deed of acceptance of the post-implementation support and maintenance services. The act of acceptance will contain the volume and amount of services provided. The act of acceptance will be accompanied by the monthly reports on the services provided and their level.
CPI.34.	M	The payment of post-implementation support and maintenance services will be made quarterly, after the provision of services, based on the acceptance deed and the report on the services provided.

B.6. Rules for escalation

Any divergences arising between the Parties shall be resolved by joint effort and by close cooperation between the Parties. To this end, the following rules will be applied:

1) The parties will form a joint working group for the purpose of resolving differences. By mutual agreement, representatives of third parties may be accepted into the working group, including: independent experts.

2) If necessary, the parties will prepare electronic evidence relevant to the issues that have become the subject of divergence.

3) The working group will convene and examine the subject of divergences and the existing evidence on the subject. The parties shall apply the provisions of the Agreement and these Rules in order to clarify all disputed issues and to identify a fair solution to the divergences that have arisen. To this end, the opinions of the external members convened in the working group may be heard or obtained in writing, as well as the results of the expertise of the existing electronic evidence.

4) The conclusion of the working group will be fixed on the basis of a report, signed by the members of the working group on behalf of both parties.

The identification of a fair solution for both Parties, within the limits of the commitments assumed by the Parties, is preferable in all situations of divergence. If such a solution cannot be identified, the parties will apply the provisions of the Agreement for the resolution of disputes.

B.7. Service level reporting

The parties will opt for the transparent provision of the Services. To this end, the Provider will regularly submit to the Beneficiary reports on the content and level of the Services provided. The beneficiary will formulate proposals regarding the content of the service monitoring reports. The structure of those reports is determined by the Provider.

The reports submitted, the regularity and the manner of their presentation, is set out in the table below.

Report Type	Content	Destination	Regularity*
Service volume report	The type of request, the duration of the resolution and the fees applied.	The report is presented for the purpose of ensuring transparency regarding the provision of the Services at the level agreed by the Provider.	Monthly, in electronic form, digitally signed.
Report on change requests	Proposals to amend the Services	The report is presented for the purpose of ensuring the transparency of the development of the SIF.	Monthly, in electronic form, digitally signed.
Service Level Report.	SGPE availability level, planned outages, reported incidents, support requests.	The report is presented in order to ensure transparency regarding the provision of services at the level agreed by the Provider.	Monthly, in electronic form, digitally signed.

Note: *All reports must be available in the Service Desk System

B.8. Information security

The Parties mutually agree to work together and cooperate in order to proactively manage the information security risks that may affect the Provider's services and the Beneficiary's systems, dependent on the Provider's services.

The Provider is responsible for the technological and functional security of the IT systems subject to maintenance, within the limits of the maintenance tasks performed.

The Beneficiary is responsible for the secure use of the services offered by the Provider.

In the event of an information security incident, the party that found the incident will immediately notify the other party, if it may also be affected by the incident. The parties will coordinate the necessary measures to be taken in order to mitigate the impact of the incident and solve it.

At the request of the Beneficiary, the Provider will take the necessary actions in order to collect and preserve the evidence that may be necessary for the investigation of the incident and for the legal proof of responsibility for the incident. To this end, the Provider, at the request of the Beneficiary, may perform:

- Collection and preservation of log files containing information on access to network components;
- Making full backups for the computer systems subject to maintenance, storing them in conditions that ensure the integrity of the backups made;
- Preparation of minutes with the participation of at least 3 specialists from the Provider, regarding the making of backup copies. The presence of the Beneficiary's representatives is required;
- Formal maintenance of the Register on the holding of preserved evidence (chain of custody).

After a security incident has been resolved, the parties will draw up individual reports on the management of the incident. By mutual agreement, they will draw up an action plan to prevent the repetition of similar incidents.