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security policy and procedures

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Service

Version: 1.0

COMMERCIAL IN-CONFIDENCE Date: 06-JAN-2003

0.0 Document Control

0.1 Document History

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0.1	19/12/01	Initial Draft	
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0.3 Associated Documents

Reference	Version	Date	Title	Source
PA/TEM/001	7.0	2 nd April 2002	Fujitsu Services Document Template	PVCS
RS/POL/002			Security Policy	PVCS
RS/FSP/001			Security Functiona specification	PVCS
RS/FSP/003			Statements on Security	7

Service

Version: 1.0

COMMERCIAL IN-CONFIDENCE

Date: 06-JAN-2003

		Objectives and Methods for the Protection of Siemens Metering Code and Data	
BP/POL/002		Post Office Counters Information Post Office Ltd System Security Policy	
BP/ION/002		A code of Practice for Post Post Office Ltd Office Information Systems Security	
RS/CSD/001	dss/itstds	Departmental IT Security Standards	
RS/PRD/004		Security Incident Management PVCS / FOR Office	Post
BP/SPE/nnn		NBS Definition PVCS	
RS/POL/003		Access Control Policy PVCS	

Unless a specific version is referred to above, reference should be made to the current approved versions of the documents.

0.4 Abbreviations/Definitions

Abbreviation	Definition

0.5 Changes in this Version

Version	Changes	

0.6 Changes Expected

Changes	

Service Description for the Security Management Service

Ref:

CS/SER/016

Version: 1.0

COMMERCIAL IN-CONFIDENCE

Date:

06-JAN-2003

0.7	Table	of	Contents
0.7	I UUIU	$\mathbf{O}_{\mathbf{I}}$	COLLECTION

1.0	SERVICE SUMMARY	5
2.0	SERVICE PRINCIPLES	6
3.0	SERVICE DEFINITION	7
3.1	SECURITY ORGANISATION AND MANAGEMENT	7
3.2	COMPLIANCE MONITORING AND AUDIT	7
3.3	CRYPTOGRAPHIC KEY MANAGEMENT	8
3.4	SECURITY EVENT MANAGEMENT AND FIREWALL EVENT ANALYSIS	9
3.5	SYSTEM AND PHYSICAL ACCESS CONTROL	10
3.6		
3.7		
3.8		
	SECURITY AWARENESS AND TRAINING	
	0 Information Retrieval and Audit	
3.1	1 Subject Information Requests	18
4.0	SERVICE AVAILABILITY	18
5.0	SERVICE LEVELS AND SERVICE TARGETS	19
6.0	SERVICE DEPENDENCIES & POST OFFICE RESPONSIBILITIES	19
6.1	SERVICE DEPENDENCIES	19
	POST OFFICE RESPONSIBILITIES	
7.0	DOCUMENTATION	19

Service

Version: 1.0

COMMERCIAL IN-CONFIDENCE Date: 06-JAN-2003

1.0 Service Summary

environment.

This Security Management Service provides a wide range of security-related activities that assists the establishment and maintenance of an ISO17799 compliant infrastructure, supports legal and contractual obligations and minimises and controls liabilities to Fujitsu Services, Pathway and Post Office Ltd. The service monitors operations and introduces specific protective security controls on a risk assessment basis to maintain the integrity, availability and confidentiality of information used and produced by the various Services and the support

Fujitsu Services's overarching obligations for delivering and continuing to provide a secure system are set out in Clause 8 of the Agreement.

The elements of the Security Management Services are as follows:

• Implementation and maintenance of security policy and procedures

Compliance monitoring and audit

Cryptographic key management

Security event management and firewall event analysis

System and physical access control

• Anti-Virus and malware management

Security incident reporting and problem management

System security change management

Security awareness and training

• Audit data retrievals and prosecution support

Subject Information Requests management

Each of these services are described in Section 3.

Service Description for the Security Management

Service

Ref: CS/SER/016

Version: 1.0

Date:

COMMERCIAL IN-CONFIDENCE

06-JAN-2003

2.0 Service Principles

- 2.1.1 The following service principles will apply in the provision of the Security Management Service. Security Management staff will:
 - a) be appropriately trained to carry out the service;
 - b) provide the appropriate balance between contractual and legal obligations and the need to maintain delivery of the various Services;
 - c) be responsive to prevailing threats and vulnerabilities. Resource is therefore allocated on a flexible, risk management basis.
- 2.1.2 The Fujitsu Services' Information Security Manager shall be responsible (but may nominate a representative to act on his behalf) for:
 - a) co-operating with the Post Office Information Security Manager in the development of Post Office's network banking automation security policy as specified in paragraph 7.3.1 of Schedule 2 (Policies and Standards);
 - b) establishing Fujitsu Services's revised security policy as specified in paragraph 7.3.2 of Schedule 2 (Policies and Standards);
 - c) Communicating to the Post Office Information Security Manager the identity of the
 persons authorised to receive sensitive security-related material (including
 cryptographic key components) on behalf of Fujitsu Services;
 - d) receiving from the Post Office Information Security Manager the identity of the persons authorised to receive such security-related material on behalf of Post Office;
 - e) liaising with the Post Office Information Security Manager in the manner described in the CCD entitled "Security Incident Management" and paragraph 7.4.2 of Schedule 2 (Policies and Standards); and
- f) liaising with the Post Office Information Security Manager and security representatives of other parties involved in the End to End Banking on such security-related matters as may be agreed.

Service Description for the Security Management Service

Ref:

Version: 1.0

Date:

COMMERCIAL IN-CONFIDENCE

06-JAN-2003

CS/SER/016

3.0 **Service Definition**

3.1 **Security Organisation and Management**

- 3.1.1 This element of the service provides a number of organisational and management activities required for compliance with ISO17799:
 - Co-ordination of security activities and prioritises activities according to risk;
 - Input to contractual and liability issues and assessments of the security impact of new service requirements and the associated processes necessary to implement them;
 - and maintenance of security-related procedural and process Creation documentation to assist compliance and help maintain correct operation by staff;
 - Regular reviews of other Pathway documentation to provide appropriate security input and compliance to the requirements of ISO9001;
 - Management of ISO17799 gap analysis, preparation of plan for implementation in accordance with agreed TOR and monitoring of corrective actions.
- 3.1.2 Fujitsu Services's obligations for the establishment of an organised security infrastructure, compliant to ISO17799 are set out in Schedule 2 – paragraphs 4.1.1 to 4.1.3.
- 3.1.3 Fujitsu Services's obligations for compliance with Post Office security standards are set out in Schedule 2 – paragraph 4.1.4.
- 3.1.4 Fujitsu Services's rights and obligations with regard to the security and processing of Personal Data are set out in Schedule 2 – paragraphs 2.4 to 2.8.
- 3.1.5 Fujitsu Services's rights and obligations with regard to the processing of Personal Data are set out in Schedule 2 – paragraph 2.4.6.

3.2 Compliance monitoring and audit

3.2.1 This element of the service provides a number of compliance monitoring and audit activities required for compliance with ISO17799:

Version: 1.0

COMMERCIAL IN-CONFIDENCE Date: 06-JAN-2003

Undertaking of periodic physical security and system security audits of
operational sites on a risk management basis to provide ongoing assurance of
compliance to security policies and procedures. Activities include reviews of
operational processes, provision of reports covering IT, environmental, physical,
personnel security etc. and the monitoring of identified corrective actions;

 Provision of advice and guidance on issues affecting personnel security within Fujitsu Services including the investigation of personnel security issues and staff vetting queries.

3.3 Cryptographic key management

3.3.1 This element of the service provides a number of cryptographic key management activities:

- Management of the automated Key Management System (KMS) for the creation, distribution and installation of required cryptographic material to the live estate.
 Maintenance of periodic key replacement for all Branches;
- Operation of functionality & configuration changes to the automated service to optimise service;
- Management of KMS event logging and incident handling to assist 1st, 2nd, 3rd and 4th line support in error resolution and problem management;
- Management of the manual cryptographic estate by maintaining the creation, distribution, auditing and periodic replacement of cryptographic keys within agreed timescales;
- Supplier management of cryptographic key suppliers;
- Provision of contingency arrangements for Key Management Service to maintain continuation of service in the event of absence etc.

3.3.2 PIN Pads

The use of PIN Pads and the associated cryptographic management shall be supported by the NBS. PIN Pads shall comply with the requirements of ISO 9564. Fujitsu Services's

1.0

Fujitsu Services Service Description for the Security Management Ref: CS/SER/016
Service

Version:

COMMERCIAL IN-CONFIDENCE Date: 06-JAN-2003

key management for any key directly or indirectly protecting the secrecy of PIN values (together, "PIN Encryption Keys") shall comply with ISO 11568 Parts 1 to 3. The key management scheme used between each PIN Pad and the rest of the Post Office Service Infrastructure shall be the DUKPT scheme as described in section 4.7 and Appendix A of the ANSIX9.24-1998 standard. Moved to Schedule 2 paragraph 10.6.1 3.3.3 In the event of an actual or suspected key compromise in respect of a PIN Encryption Key used within the Post Office Service Infrastructure, Fujitsu Services shall implement key change mechanisms in accordance with the principles stated in ISO 11568 Parts 1 to 3. Where the actual or suspected compromise affects a key shared with the NBE the parties' obligations in respect of key change mechanisms shall be as documented in the CCD entitled "NBE – Horizon Application Interface Specification" (NB/IFS/008).

3.4 Security event management and firewall event analysis

- 3.4.1 This element of the service provides a number of security event management and firewall event analysis activities:
 - Management of audit mechanisms to monitor detect and record events that might threaten the security of the Horizon system and associated services;
 - Operation of the Security Event Management system utilising the Systems Management system to track and report events of security significance and daily monitoring of the system to identify relevant events and logging of details;
 - Regular analysis of audit trails to identify new features and vulnerabilities introduced by new systems to facilitate trend analysis and to assist the investigation of security breaches;
 - Reviewing security configurations of event filters to optimise efficiency and minimise security weaknesses;
 - Undertaking risk assessments to establish adequate firewall policies / rulebases and the subsequent monitoring of events generated by the system;

Version: 1.0

Date:

COMMERCIAL IN-CONFIDENCE

06-JAN-2003

Analysis of firewall event logs using trend analysis software to identify the presence of any potential attacks or of areas of vulnerability and the provision of advice for any remedial action;

Prompt investigation and remedial action in order to minimise the impact of any security breach.

3.5 System and physical access control

- 3.5.1 This element of the service provides a number of system and physical access controls:
 - Management of the process for validating that Users of the Horizon system are authorised before being permitted access to the live network;
 - Management of the allocation and auditing of SecurID tokens where used to validate that Users who access the live system from locations remote from the Data Centres do so via secondary token authentication. Undertaking of supplier management of tokens and licencing costs.

3.6 Anti-Virus and malware management

- 3.6.1 This element of the service provides a number of anti-virus and malware management activities:
 - Management of the distribution of updated anti-virus software across the live estate to maintain protection of the service from malicious software;
 - Initial configuration of alerting mechanisms and event filters to provide automatic notification and prompt virus incident response;
 - Provision of regular DAT updates to identify and cleanse new and emerging virus strains;
 - Daily checks of emerging viruses and other malicious software to inform threats and determine the required defensive measures;

Service

Version: 1.0

COMMERCIAL IN-CONFIDENCE Date: 06-JAN-2003

 Provision of event monitoring and incident response via normal incident handling procedures. Analysis of details to understand the threat and inform corrective actions.

3.6.2 Protection against malicious software for NBS

Fujitsu Services shall provide protection against malicious software as set out in paragraph 8.1 of the CCD entitled "NBS Definition".

3.7 Security incident reporting and problem management

- 3.7.1 This element of the service provides a number of security incident reporting and problem management activities:
 - Provision of a central point of contact for all security-related issues;
 - Investigation and reporting to Post Office of any actual or potential threats or breaches that may have a material effect on the Services in accordance with agreed procedures;
 - Provision of ongoing liaison with Post Office and support to the Fujitsu Services' Security Board as defined in the CCD entitled "Pathway Security Policy" (RS/POL/002).

3.8 System security change management

- 3.8.1 This element of the service provides a number of system security change management activities:
 - Management of security compliance with agreed change processes and the
 assessment of the business and security impact of PinICLs and other problem
 management systems including the provision of options for resolution and
 containment of security and business risk;
 - Assessment of the business and security impact of change proposals and the assessment and approval/rejection of security related operational change proposals.

Service

Version: 1.0

COMMERCIAL IN-CONFIDENCE Date: 06-JAN-2003

3.9 Security awareness and training

3.9.1 This element of the service provides a security awareness programme for Fujitsu Services and relevant Post Office personnel. The service covers the provision of periodic awareness activities and training including induction training, presentations and briefing notes and input to magazines, journals and other periodicals.

3.10 Information Retrieval and Audit

3.10.1 For the purpose of this paragraph 3.10

"Banking Transaction Record Query" means a Record Query in respect of a Banking Transaction which the Data Reconciliation Service has reconciled or has reported as an exception, the result or records of which are subsequently queried or disputed by Post Office or a third party;

"Audit Record Query" means a Record Query which is not a Banking Transaction Record Query and which relates to Transactions;

"Old Format Query" means the extraction of records created before commencement of NB Pilot (Soft Launch) relating to Transactions (other than Banking Transactions) meeting the Search Criteria, such extraction being limited to the following specific types of information/data fields: the ID for the User logged-on, Counter Position ID, stock unit reference, Transaction ID, Transaction start time and date, Customer Session ID, mode (e.g. serve customer), product number and quantity, and sales value;

"Period One" means, in respect of each Transaction the period of 90 days commencing on the date of that Transaction;

"Period Two" means, in respect of each Transaction the period commencing the day after expiry of Period One for that Transaction, expiring the earlier of the date:

a) 18 months (in the case of Transaction records created before commencement of NB Pilot Soft (Soft Launch)) or 7 years (in the case of Transaction records created after commencement of NB Pilot Soft (Soft Launch)), after the records of that Transaction were first created;

or

Version: 1.0

COMMERCIAL IN-CONFIDENCE Date: 06-JAN-2003

b) of completion of transfer of Post Office Data (including the record of that Transaction) in accordance with Schedule 22.

"Query Day" means each date against which an Audit Record Query or an Old Format Query is raised;

"Record Query" means the extraction of records created after commencement of NB Pilot (Soft Launch) in accordance with the terms of this paragraph 3.10 relating to Banking Transactions (and, in the case of Audit Record Queries relating to all Transactions) meeting the Search Criteria, such extraction being limited to specific types of information/data fields as follows:

- in the case of an Audit Record Query the ID for the User logged-on,
 Counter Position ID, stock unit reference, Transaction ID, Transaction
 start time and date, Customer Session ID, mode (e.g. serve customer),
 product number and quantity, and sales value; and
- in the case of a Banking Transaction Record Query Banking Transaction ID, Banking Transaction type, receipt date, receipt time, the reason code (in the case of a discrepancy) and DRSH sub-value(s) (eg C0 Confirmation, C1 Confirmation, NB Decline); and

"Search Criteria" means:

- in the case of an Audit Record Query or Old Format Query either of:
 - a) date or dates (not exceeding 31 consecutive days), time-range, Branch and PAN (or equivalent identifier); or
 - b) date or dates (not exceeding 31 consecutive days), time-range and Branch; and
- in the case of a Banking Transaction Record Query either of:
 - a) date, time-range, Branch and PAN; or
 - b) date, time-range and Branch,

Service

Version: 1.0

COMMERCIAL IN-CONFIDENCE Date: 06-JAN-2003

to be specified for each individual Record Query or Old Format Query (as applicable).

- 3.10.2 Fujitsu Services shall have access (such access being restricted to properly authorised Fujitsu Service staff) to records of each Banking Transaction during Period One and Period Two.
- 3.10.3 Limits and target times for Record Queries
 - a) The table below sets out the limits on Record Queries and/or Old Format Queries which Fujitsu Services shall be obliged to carry out and the target times for carrying out each Record Query and/or Old Format Query:

	(1) Limits on Banking Transaction Record Queries		(2) Aggregate Limits on Audit Record Queries and Old Format Queries		
	Period One	Period Two	Period One and Period Two	Period One and Period Two	
Limits	a rolling yea basis) with no	rrolling year basis with no more than 14 in any calendar month	the limit per year (on a rolling year ebasis) shall be the first of the following to be reached: (i) 330 (ir aggregate) Audit Record Queries	50 Old Format Queries; or (ii) 700 Query Days, and the limit per calendar month shall be the first of the following to be reached: (i) 7 Old Format Queries; or (ii) 98 Query Days.	
Target Time	5 MSU Days	7 MSU Days	and applicable only in respect of Audit Record Queries, 7 working		

b) The limits set out in columns numbered 1 and 2 in the table above and the provisions of this paragraph 3.10 relevant in connection with the

Fujitsu Services Service Description

Service Description for the Security Management Service Ref: CS/SER/016

Version: 1.0

Date:

COMMERCIAL IN-CONFIDENCE

06-JAN-2003

application of those limits shall apply with effect from commencement of NB Pilot (Soft Launch).

- The limits set out set out in the column numbered 3 in the table above and the provisions of this paragraph 3.10 relevant in connection with the application of those limits shall apply with effect from the date of approval by both parties of the CCN which introduces the NBS (CCN850) and shall cease to be applicable 18 calendar months after the commencement of NB Pilot (Soft Launch).
- d) For the purpose of applying the limits in column 3 from the date of approval by both parties of the CCN which introduces the NBS (CCN850), the equivalent of Old Format Queries (and associated Query Days) carried out in the 12 months prior to that date shall count towards the annual limit (on a rolling year basis) and the equivalent of Old Format Queries carried out in the calendar month in which the NBS CCN is approved (prior to the date of such approval) shall count towards the limits for that month.
- e) For the purpose of applying the limits in columns 2 and 3 after commencement of NB Pilot (Soft Launch), any Old Format Queries (and associated Query Days) carried out in the 12 months prior to commencement of NB Pilot (Soft Launch) shall count towards the annual limits (on a rolling year basis) and Old Format Queries carried out in the calendar month in which NB Pilot (Soft Launch) commences (prior to that commencement) shall count towards the limits for that month.

3.10.4 Where:

- a) a new Audit Record Query or Old Format Query is received by Fujitsu
 Services or Post Office requires analysis of an existing Audit Record
 Query or Old Format Query; and
- b) a member of Fujitsu Services's personnel is needed to deal with that new or existing Audit Record Query or Old Format Query; but

Version: 1.0

COMMERCIAL IN-CONFIDENCE Date: 06-JAN-2003

 that person is unavailable due to his or her attendance at court or other proceedings in connection with an Audit Record Query or Old Format Query,

the target times specified in paragraph 3.10.3 shall not apply to that new or existing Audit Record Query or Old Format Query referred to in paragraph 3.10.4 (a) which Fujitsu Services shall instead deal with as soon as reasonably practicable.

- 3.10.5 For the avoidance of doubt, the limits set out in paragraph 3.10.3 in respect of Banking Transaction Record Queries shall not apply in respect of reconciliation incident management and settlement reporting carried out as a function of the Data Reconciliation Service.
- 3.10.6 Post Office may at any time on three months' notice (such notice expiring no earlier than commencement of NB Pilot (Soft Launch) vary the aggregate limits of Audit Record Queries and Old Format Queries which Fujitsu Services is required to carry out as specified in column numbered 2 in the table in paragraph 3.10.3,

3.10.6.1 between

- a) the limits specified in paragraph 3.10.3; and
- b) the following substitutes for those limits (applicable on the same basis): 550 Audit Record Queries or 7700 Query Days per year on a rolling year basis, and 77 Audit Record Queries or 1078 Query Days per calendar month;

3.10.6.2 and between

- a) the substitute limits set out in paragraph 3.10.6.1(b); and
- b) the following substitutes for those limits (applicable on the same basis): 800 Audit Record Queries or 11200 Query Days per year on a rolling year basis, and 112 Audit Record Queries or 1568 Query Days per calendar month,

and in each case Fujitsu Services's charges in respect of dealing with any Audit Record Queries and/or Old Format Queries up to the limits as varied in accordance with this paragraph shall be as specified in Schedule 10.

Service

Version: 1.0

COMMERCIAL IN-CONFIDENCE Date: 06-JAN-2003

3.10.7 Post Office shall submit:

(a) Banking Transaction Record Queries to the Horizon System Help Desk which will pass the Record Query to Fujitsu Services's customer service management support unit; and

(b) Audit Record Queries and Old Format Queries to Fujitsu Services's customer service security prosecution support section.

Fujitsu Services shall accept Record Queries and Old Format Queries only from properly authorised Post Office staff.

3.10.8 Litigation Support

Where Post Office submits an Audit Record Query or Old Format Query, at Post Office's request Fujitsu Services shall, in addition to conducting that query:

- a) present records of Transactions extracted by that query in either Excel95 or native flat file format, as agreed between the parties; and
- b) subject to the limits set out below:
 - (i) analyse:
 - the appropriate Fujitsu Service's Help Desk records for the date range in question;
 - Branch non-polling reports for the Branch in question; and
 - fault logs for the devices from which the records of Transactions were obtained

in order to check the integrity of records of Transactions extracted by that query;

(ii) request and allow the relevant employees of Fujitsu Services to prepare witness statements of fact in relation to that query, to the extent that such statements are reasonably required for the purpose of verifying the integrity of records provided by Audit Record Query or Old Format Query, and are based upon the analysis and documentation referred to in this paragraph 3.10.8; and

Service Description for the Security Management Service

nent Ref:

CS/SER/016

COMMERCIAL IN-CONFIDENCE

Version: 1.0

Date: 06-JAN-2003

(iii) request and allow the relevant employees to attend court to give evidence in respect of the witness statements referred to in (ii) above.

provided that:

- (iv) Fujitsu Services's obligations set out in (i) and (ii) above shall be limited, in aggregate, to dealing with a maximum of 150 (in aggregate) Record Queries and Old Format Queries per year (on a rolling year basis); and
- (v) Fujitsu Services's obligations in the case of provision of witnesses referred to in paragraph (iii) above shall be to provide witnesses to attend court up to a maximum (for all such attendance) of 60 days per year (on a rolling year basis).

For the avoidance of doubt the target times set out in paragraph 3.10.3 for dealing with Audit Record Queries and Old Format Queries shall not apply in respect of Fujitsu Services's obligations under paragraph 3.10.8.(b).

- 3.10.9 Any information requested beyond that available by Record Query and/or any witness statements or witness attendance beyond that available in accordance with this paragraph 3.10 shall be agreed on a case by case basis and shall be dealt with in accordance with the Change Control Procedure.
- 3.10.10 Sensitive Card Data included in records of Banking Transactions extracted by Record Query and provided to Post Office (but, for the avoidance of doubt, not that included in records for Transactions extracted for Audit Record Queries in respect of any other Post Office Service) shall be in the encrypted form in which they are held by the NB System.

3.10.11 Audit Access

Reasonable access to the audit trail of Banking Transactions for Post Office auditors for audit purposes shall be by request (and reasonable notice to) Fujitsu Services's Audit Manager.

3.11 Subject Information Requests

3.11.1 The management and provision of responses in respect of Subject Information Requests will be as defined in Schedule 2.

Service

Ref: CS/SER/016

Version: 1.0

Date:

COMMERCIAL IN-CONFIDENCE

06-JAN-2003

4.0 Service Availability

4.1 The Service will be available between the hours of 08:00 to 17:30 Monday to Friday excluding all Bank and public holidays.

5.0 Service Levels And Service Targets

5.1 Relevant SLA targets relate primarily to Audit Record Queries, which are defined in Section 3 of this document and Subject Information Requests which are defined in Schedule 2.

6.0 Service Dependencies & Post Office Responsibilities

6.1 Service Dependencies

- 6.1.1 The dependencies on the provision of Information Retrieval and Audit are set out in Section 10 of this document CS/SER/016.
- 6.1.2 The dependencies on the provision of Subject Information Requests are set out in Schedule 2 paragraph 2.4.10.

6.2 Post Office Responsibilities

- 6.2.1 Post Office's security related responsibilities as set out in Schedule 16.
- 6.2.2 Post Office's authority and obligations with regard to compliance with the Data Protection Act are set out in Schedule 2 paragraphs 2.4 to 2.5.
- 6.2.3 Post Office responsibilities with regard to Subject Information Requests are set out in Schedule 2 paragraphs 2.4.9 and 2.4.12.6.2.4 Post Office responsibilities with regard to the provision of an Information Security Manager are set out in Schedule 4.

7.0 Documentation

- 7.1 The CCDs applicable to the service are:
 - a. Security Policy (RS/POL/002);
 - b. Security Functional Specification (RS/FSP/001);

Service

Version: 1.0

COMMERCIAL IN-CONFIDENCE Date: 06-JAN-2003

c. Security Incident Management (RS/PRD/004);

- d. Statements on Security Objectives and Methods for the Protection of Siemens Metering Code and Data (RS/FSP/003);
- e. Post Office Counters Information System Security Policy (BP/POL/002);
- f. A code of Practice for Post Office Information Systems Security (BP/ION/002);
- g. Departmental IT Security Standards (RS/CSD/001).