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APPLICATIONS AND HOSTING SERVICES

CALL OFF SCHEDULE 4

IMPLEMENTATION PLAN, CUSTOMER RESPONSIBILITIES AND KEY PERSONNEL

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1. INTRODUCTION

1.1 The purpose of this Call Off Schedule is:

- 1.1.1 to define general implementation principles and obligations and a process for the development of the Implementation Plan to deliver the Services;
- 1.1.2 to identify the requirements that the Supplier must fulfil under this Call Off Schedule and the Implementation Plan; and
- 1.1.3 to set out the Product Descriptions, and an Outline Implementation Plan at the Call Off Commencement Date.

2. This Call Off Schedule is set out as follows::

Part A (Implementation Plan):

- Annex 1 to Part A (Outline Implementation Plan)
- Annex 2 to Part A (Product Delivery Timetable)

Part B (Supplier Implementation):

- Annex 1 to Part B (Product Description – Documentary Deliverables Matrix)
- Annex 2 to Part B (Product Description – Supplier Solution High Level Design)
- Annex 3 to Part B (Product Description – Detailed Implementation Plan)
- Annex 4 to Part B (Product Description – Implementation Risk and Accreditation Management Plan)
- Annex 5 to Part B (Product Description – Deliverable Approvals)

Part C (Customer Responsibilities);

Part D (Implementation Governance); and

Part E (Key Personnel).

- 3. The Supplier shall apply the same principles and obligations set out in Part A of this Call Off Schedule when preparing any Project Plans.
- 4. Any Project Plans and other documents agreed by the Parties at the Call Off Commencement Date which are related to any implementation activities shall be attached as Annexes to the relevant parts of this Call Off Schedule.
- 5. Part D of this Call Off Schedule sets out the structure and terms that shall apply to Implementation Governance, including the terms of reference for the Implementation Governance Board.
- 6. The Annexes to this Call Off Schedule set out the proposed Product Descriptions for the key Implementation Deliverables to be delivered during Implementation including

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proposed format and Approval Procedure in Annex 5 of Part B (Product Description – Deliverable Approvals) of this Call Off Schedule.

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PART A: IMPLEMENTATION PLAN

1. GENERAL

- 1.1. Details of the agreed Outline Implementation Plan at the Call Off Commencement Date are documented in Annex A of this Call Off Schedule. All changes to the Outline Implementation Plan from the Call Off Commencement Date shall be subject to Call Off Schedule 14 (Change Control Procedure) until the Detailed Implementation Plan has been Approved, provided that the Supplier shall not attempt to postpone any of the Milestone Dates using Call Off Schedule 14 (Change Control Procedure) or otherwise, unless otherwise agreed by the Customer.
- 1.2. The Parties acknowledge the importance of detailed planning for the implementation of all of the Services under this Call Off Contract and the need to develop the Outline Implementation Plan into the Detailed Implementation Plan in accordance with this Call Off Schedule. The Supplier shall submit the Detailed Implementation Plan to the Customer for Approval within twenty (20) Working Days of the Call Off Commencement Date. The Supplier shall ensure that the Detailed Implementation Plan is in compliance with this Call Off Schedule, including that it complies with the Product Descriptions, Milestones and Milestone Dates set out in the Outline Implementation Plan save that where reasonable adjustments are proposed to the Milestones and Milestone Dates, they shall not be unreasonably rejected by the Customer. However, the Final Operational Services Commencement Date in the Detailed Implementation Plan must be no later than that set out in the Outline Implementation Plan.
- 1.3. The Supplier shall ensure that the Detailed Implementation Plan sets out, without limitation:
 - 1.3.1. all the steps required to implement the Supplier Solution, including as appropriate breaking the Supplier Solution into separately identifiable, though interdependent, Implementation work streams;
 - 1.3.2. conforms with Call Off Schedule 7 (Standards) and Call Off Schedule 5 (Testing);
 - 1.3.3. a timeline for developing the BCDR Plan in accordance with Call Off Schedule 10 (Business Continuity and Disaster Recovery); and
 - 1.3.4. any dependencies on the Customer or other Related Suppliers.

2. APPROVAL OR REJECTION OF THE DETAILED IMPLEMENTATION PLAN

- 2.1. Prior to the submission of the Detailed Implementation Plan for Approval, the Customer shall have the right, at any time, to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan;
- 2.2. The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in the draft Detailed Implementation Plan. The Supplier shall incorporate in the draft Detailed Implementation Plan before it is

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submitted to the Customer for Approval such reasonable changes or provisions proposed by the Customer.

- 2.3. Following formal submission of the Supplier's Detailed Implementation Plan, the Customer shall:

2.3.1. review and comment on the Detailed Implementation Plan as soon as reasonably practicable; and

2.3.2. notify the Supplier in writing that it approves or rejects the Detailed Implementation Plan no later than ten (10) Working Days after the date on which the Detailed Implementation Plan is delivered to the Customer.

- 2.4. If the Customer rejects the Detailed Implementation Plan :

2.4.1. the Customer shall inform the Supplier in writing of its reasons for its rejection; and

2.4.2. the Supplier shall then revise the Detailed Implementation Plan (taking account of the Customer's comments) and shall re-submit a revised Detailed Implementation Plan to the Customer for the Customer's Approval within ten (10) Working Days of the date of the Customer's notice of rejection.

- 2.5. If the Customer Approves the Detailed Implementation Plan, the Supplier shall replace the Outline Implementation Plan with the agreed Detailed Implementation Plan from the date the Customer accepted the Detailed Implementation Plan. Such acceptance shall be agreed at the Implementation Governance Board.

- 2.6. After Approval of the Detailed Implementation Plan it shall be maintained, updated and reporting against on a weekly basis by the Supplier to reflect the status of the Implementation of the Services.

- 2.7. In addition to maintaining and updating the Detailed Implementation Plan, where the Customer notifies the Supplier of an event that, in the Customer's opinion, requires the Detailed Implementation Plan to be revised the Supplier shall submit an updated Detailed Implementation Plan within ten (10) Working Days of receiving the Customer's notification or such longer period as the Parties may agree. Any such revised Detailed Implementation Plan shall be submitted by the Supplier for Approval in accordance with the timescales at Paragraph 2.3 in this Annex to this Call Off Schedule.

- 2.8. Any material amendments to the Detailed Implementation Plan shall be subject to Call Off Schedule 14 (Change Control Procedure) provided that:

2.8.1. any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan (or related Call Off Contract Charges, risks and liability) shall be deemed to be material amendments;

2.8.2. in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date unless otherwise agreed by the Customer, such agreement not to be unreasonably withheld;

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- 2.8.3. any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been Approved in writing by the Customer.
- 2.9. The Parties shall consider and review the Detailed Implementation Plan and progress towards its successful implementation, with Milestones on the Detailed Implementation Plan being completed in accordance with the agreed Test Success Criteria for each Milestone, at Implementation Board meetings held in accordance with this Call Off Schedule. In preparation for such meeting the current Detailed Implementation Plan shall be provided by the Supplier to the Customer not less than ten (10) Working Days in advance of each meeting of the Implementation Governance Board.

3. IMPLEMENTATION PRINCIPLES

- 3.1. The Supplier shall ensure that the Implementation arrangements are consistent with the exit arrangements agreed by the Customer with the Former Supplier.
- 3.2. The Supplier shall ensure that the Implementation arrangements are also consistent with the Implementation arrangements proposed by any Other Suppliers in relation to their Implementation process, if any Other Suppliers have been awarded contracts by the Customer.
- 3.3. Each Related Supplier will enter into agreements with the Customer which include Related Supplier's outline implementation plan for their respective services. Once any contractual agreement with an Other Supplier is entered into by the Customer the Supplier shall jointly review with each Other Supplier their respective implementation plans and identify any potential conflicts, dependencies or risks.
- 3.4. Such review should take place within thirty (30) Working Days (or such period as may be otherwise agreed in writing with the Customer) of Approval of the Detailed Implementation Plan. If any conflicts or issues are identified, the Supplier and the Other Supplier shall jointly propose to the Customer any mitigation or changes needed to either supplier's plans. Such joint review shall ensure all implementation activities can be harmonised, to mitigate risk for the Customer and ensure business continuity.
- 3.5. Where an issue or dispute prevents the performance by either the Supplier, Other Suppliers or the Former Supplier of their respective implementation or exit obligations as set out in the relevant agreements between the relevant suppliers and the Customer, the Supplier shall, in consultation with the Other Suppliers, Former Supplier and the Customer, resolve, re-plan and amend their relevant implementation plan(s) and exit plans accordingly and agree these amended plans with all relevant parties.

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The Supplier shall support the Other Suppliers in carrying out the transfer of services from the Former Supplier. This shall include, but not be limited to, provision of:

- I. appropriately skilled resources to work with the Other Suppliers to review and provide input into the Other Suppliers implementation plans and their solutions;
 - II. support for the cutover activities in which the Other Suppliers have a dependency on the Supplier; and
 - III. support for the scheduling of knowledge transfer activity between the Other Suppliers and Former Supplier and the assurance of documentation updated as a result of knowledge transfer activity.
- 3.6 The Supplier shall assign designated and appropriately skilled individuals to manage the detailed planning and delivery for each Implementation Workstream.
- 3.7 The Supplier shall be responsible for the creation, management, implementation, and ownership of the Outline Implementation Plan. The Supplier shall be responsible for the creation, management, implementation, maintenance and ownership of the Detailed Implementation Plan. The Supplier shall make these Implementation Plans available to the Customer, the Other Suppliers and the Former Supplier at a frequency as notified by the Customer to the Supplier from time to time.
- 3.8 The Parties shall establish the Implementation Governance Board and such Implementation Governance Board shall operate in accordance with the principles, processes and procedures set out in Part D of this Call Off Schedule.

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ANNEX 1 TO PART A OF THIS CALL OFF SCHEDULE - OUTLINE IMPLEMENTATION PLAN

The Outline Implementation Plan is the version sent by the Supplier to the Customer as part of submitting its RFP response under the procurement process for this Call Off Contract. Such Outline Implementation Plan was submitted on 4 August 2017 and is stored on the Customer's SharePoint portal.

The table below sets out the associated Deliverables which are linked to the Milestones set out in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).

As part of the Detailed Implementation Plan the Parties will agree an activity to formally agree the Supplier's service go-live acceptance criteria for the take on of Customer written SharePoint Applications.

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| The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000 |
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OFFICIAL**ANNEX 2 TO PART A OF THIS CALL OFF SCHEDULE (PRODUCT DELIVERY TIMETABLE)**

In preparing the Outline Implementation Plan and Detailed Implementation Plan, the Supplier shall take account of and align with the requirements for delivery as set out in the table below in this Annex.

The Parties acknowledge and agree that the (i) Outline Implementation Plan attached to the Call Off Contract at the Call Off Commencement Date and (ii) the Detailed Implementation Plan that is Approved by the Customer after the Call Off Commencement Date, shall take precedence over the content below in this Annex.

| # | Milestone Type (Milestone; ATP Milestone; Payment Milestone) | Milestone Description | Associated Deliverables (bulleted list) | Duration Working Days | Milestone Date | Dependencies | Customer Responsibilities (where applicable) |
|---|---|---|---|-----------------------------|-------------------|--|--|
| 1 | Payment Milestone | Provide the baseline Detailed Implementation Plan | <ul style="list-style-type: none"> a. Detailed Implementation Plan; b. Operational dependency register from bid under pinning the Detailed Implementation Plan; c. Solution High Level Design underpinning the Supplier Solution & the Detailed Implementation Plan; d. Risk register from bid underpinning the Detailed Implementation Plan; | 30+10 | TBC | <ul style="list-style-type: none"> Dependent on the Customer Approving within 10 Working Days of delivery Dependent on Other Suppliers approving within 10 Working Days of delivery Dependent on Other Suppliers providing their support plans within 20 Working Days of Call Off Commencement Date | <ul style="list-style-type: none"> Review and agree base line Manage Other Suppliers to review and agree baseline within 10 Working Days. Manage Other Suppliers to provide their supporting plans within 15 Working Days of Call Off Commencement Date |

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| # | Milestone Type (Milestone; ATP Milestone; Payment Milestone) | Milestone Description | Associated Deliverables (bulleted list) | Duration Working Days | Milestone Date | Dependencies | Customer Responsibilities (where applicable) |
|---|---|---|--|-----------------------------|-------------------|--|--|
| | | | e. Other Supplier's supporting plans; f. Assumptions register from bid underpinning the Detailed Implementation Plan. | | | | |
| 2 | Milestone | Provide Test Success Criteria for all Milestones (where necessary) | Test Success Criteria for each Milestone that has associated testing | 30 | TBC | | |
| 3 | Milestone | Establish Implementation Governance and run first Implementation Governance Board | Approved Implementation Governance Board terms of reference; Actions register from first meeting; Updated Risk register; Updated Dependency register; Updated assumptions Register (if any). | 20 | TBC | Customer attendance at the Implementation Governance Board | Customer attendance at the Implementation Governance Board |

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| # | Milestone Type (Milestone; ATP Milestone; Payment Milestone) | Milestone Description | Associated Deliverables (bulleted list) | Duration Working Days | Milestone Date | Dependencies | Customer Responsibilities (where applicable) |
|---|---|--|--|--|-------------------|---|---|
| 4 | Milestone | Provide the Documentary Deliverables Matrix | Documentary Deliverables Matrix | 30 | TBC | | |
| 5 | Milestone | Provide and base line Version 1.0 of the PID | PID | 40 | TBC | Dependent on the Customer approving the PID | Review and endorse the PID |
| 6 | Payment Milestone | Provide the Security Management Plan | SMP | 40 | TBC | Access to Security SME's from Other Suppliers | Manage Other Suppliers to ensure access to SME's from Other Suppliers |
| 7 | Payment Milestone | Provide a draft version of the Service Operations Manual (SOM) | SOM | 60 Working Days from the Call Off Commence ment Date | TBC | | |
| 8 | Milestone | Provide a Test Strategy and Test Plan for every Service being transitioned, or for groups of Services being transitioned | Test Strategies Test Plans | 40 | TBC | | |

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| # | Milestone Type (Milestone; ATP Milestone; Payment Milestone) | Milestone Description | Associated Deliverables (bulleted list) | Duration Working Days | Milestone Date | Dependencies | Customer Responsibilities (where applicable) |
|---|---|--|--|-----------------------------|-------------------|--------------|--|
| | | (where it make sense to do so) | | | | | |
| 9 | Payment Milestone | Provide and base line version 1.0 of the Systems of Measurement Reference Document | SMRD | 60 | TBC | | |

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| # | Milestone Type (Milestone; ATP Milestone; Payment Milestone) | Milestone Description | Associated Deliverables (bulleted list) | Duration Working Days | Milestone Date | Dependencies | Customer Responsibilities (where applicable) |
|----|---|--|---|-----------------------------|-------------------|--------------|--|
| 10 | Milestone | Implement a Service management organisation | <p>Service delivery organisation chart (aligned to the Customers Governance model, as set out in Part D of this Call Off Schedule and Call Off Schedule 17 (Governance);</p> <p>Terms of reference for each role on the organisation chart;</p> <p>Escalation path between the various tiers on the Service delivery organisation chart (aligned to Customer's Governance model, as set out in Part D of this Call Off Schedule and Call Off Schedule 17 (Governance)</p> | 60 | TBC | | |
| 11 | Milestone | Produce and agree policies, processes, and procedures aligned with the policies, processes and | Supplier Procedures for each ITIL function set out under the Agency Manager interface requirements set out in Call Off Schedule 2 (Services). | | | | |

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| # | Milestone Type (Milestone; ATP Milestone; Payment Milestone) | Milestone Description | Associated Deliverables (bulleted list) | Duration Working Days | Milestone Date | Dependencies | Customer Responsibilities (where applicable) |
|----|---|--|---|-----------------------------|-------------------|--------------|--|
| | | procedures provided by the Customer and or the Agency Manager | | | | | |
| 12 | Payment Milestone | Deploy the appropriate tooling under the following headings: a. Tooling required to provide data needed to evidence the achievement of the contracted service levels after the Operational Service Commencement Date is Achieved. | Solution High Level Design of all tooling deployed. | 60 | | | |

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| # | Milestone Type (Milestone; ATP Milestone; Payment Milestone) | Milestone Description | Associated Deliverables (bulleted list) | Duration Working Days | Milestone Date | Dependencies | Customer Responsibilities (where applicable) |
|----|---|--|--|-----------------------------|-------------------|--------------|--|
| | | b. Tooling required as part of the Supplier Solution; c. Tooling required to deliver the Services at the date of Achievement of the relevant Operational Service Commencement Date. | | | | | |
| 13 | Milestone | List the Transferring In Assets | List of Transferring In Assets | 20 | | | |
| 14 | Milestone | List the Supplier Procured Assets | List of Supplier Procured Assets | 20 | | | |
| 15 | ATP | Provide an Implementation Service | Implementation Service Readiness Approach | 40 | | | |

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| # | Milestone Type (Milestone; ATP Milestone; Payment Milestone) | Milestone Description | Associated Deliverables (bulleted list) | Duration Working Days | Milestone Date | Dependencies | Customer Responsibilities (where applicable) |
|----|---|---|--|-----------------------------|-------------------|--------------|--|
| | | Readiness Approach | | | | | |
| 16 | Payment Milestone | Provide post cut over review criteria for each individual or group of Services to be transitioned | Post cut over review criteria | 40 | | | |

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PART B: SUPPLIER IMPLEMENTATION

INTRODUCTION

1. The Supplier's progression through the Implementation Plan shall be tracked against a series of Milestones specified in the Outlined Implementation Plan or Detailed Implementation Plan, as applicable (i.e., the Milestones in the Detailed Implementation Plan will apply once it is place).
2. NOT USED.
3. The Supplier shall specify the ATP Milestone Dates in the Detailed Implementation Plan. Such ATP Milestone Dates shall be notified to the Customer for Approval. The Supplier and the Customer shall work together to agree in the timely manner the Test Success Criteria to achieve each Milestone Date, and record such criteria in the Detailed Implementation Plan.

4. IMPLEMENTATION SOLUTION BASELINE DOCUMENTATION SET

- 4.1 Unless otherwise directed by the Customer, the Supplier shall develop, deliver and maintain the following documentation to the following delivery timescales:
 - 4.1.1 Detailed Implementation Plan – to be delivered in accordance with Paragraph 2 in Part A (Implementation Plan) of this Call Off Schedule;
 - 4.1.2 Documentary Deliverables Matrix - set out at Annex 1 to Part B (Product Description - Documentary Deliverables Matrix) of this Call Off Schedule within twenty (20) Working Days of the Call Off Commencement Date;
 - 4.1.3 PID - within twenty (20) Working Days of the Call Off Commencement Date;
 - 4.1.4 Supplier Solution High Level Design document described in Annex 2 to Part B (Product Description – Supplier Solution High Level Design) of this Call Off Schedule - within thirty (30) Working Days of the Call Off Commencement Date;
 - 4.1.5 Security documents as listed in Call Off Schedule 8 (Security) - within forty (40) Working Days of the Call Off Commencement Date; and
 - 4.1.6 Service Operations Manual (SOM) - within 60 Working Days of the Call Off Commencement Date and then updated prior to the date of Achievement of each Operational Services Commencement Date thereafter.
- 4.2 All Documents and Deliverables identified in Paragraph 4.1 above shall be produced in the format as detailed in the Product Descriptions, which are set out in the Annexes to Part B (Supplier Information) of this Call Off Schedule below.

5 IMPLEMENTATION PLANNING CONSIDERATIONS

- 5.1 The Supplier shall ensure that it is fully aware of all other projects and programmes and Work In Progress (including Work In Progress (if any) which

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the Supplier is required to take on and complete under this Call Off Contract) to ensure that the Detailed Implementation Plan takes into account any dependencies or risks that may need to be mitigated.

- 5.2 In development of all plans (including the Implementation Plan) to transfer responsibility and services from the Former Supplier, the Supplier shall take account of any and all considerations to ensure continuity of service, practicality, economy and risk.

6 DEVELOPMENT AND MAINTENANCE OF THE DETAILED IMPLEMENTATION DELIVERABLES

- 6.1 The Supplier shall during the Call Off Contract Period and during the Implementation Period, develop and maintain and store:

6.1.1 Implementation Deliverables;

6.1.2 signed Authority To Proceed certificates; and

6.1.3 Baselined Document versions of the Detailed Implementation Plan,

and the Supplier shall ensure they are provided within three (3) Working Days, if requested by the Customer.

- 6.2 The Supplier shall make details of the Implementation Deliverables available to the Customer and Other Suppliers in accordance with the Implementation governance arrangements under Call Off Schedule 17 (Governance). The Supplier hereby acknowledges and agrees that the Customer may be required to share these Implementation Deliverables with its Former Supplier and Other Suppliers, where appropriate.

- 6.3 In the event that the Implementation Deliverables are not delivered in accordance with the dates set out in the Implementation Plan, the Customer shall have the rights and remedies set out in Clause 6.3 (Rectification of Delay in Implementation) of the Call Off Contract.

- 6.4 In addition to maintaining and updating each Documentary Deliverable, the Supplier shall submit any updated Documentary Deliverable within ten (10) Working Days of receiving notification from the Customer, or such longer period as the Parties may agree, of being advised by the Customer of an event reasonably identified by the Customer as requiring a revised Documentary Deliverable. Any such revised Documentary Deliverable shall be submitted by the Supplier under Call Off Schedule 14 (Change Control Procedure), where applicable.

- 6.5 Any proposed amendments to any Deliverable set out in Annex 1 to Part B (Product Description - Documentary Deliverables Matrix) of this Call Off Schedule shall not come into force until they have been Approved by the Customer and such Approved documents shall become the Baselined Document.

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7. ALIGNMENT WITH FORMER SUPPLIER'S EXIT PLANS

- 7.1 The Supplier shall work with the Former Supplier to ensure the alignment of the Former Supplier's exit plan and the Detailed Implementation Plan and where shortfall gaps, inconsistencies, errors in the Former Supplier's exit plan are identified, the Supplier shall promptly bring them to the attention of the Customer.
- 7.2 Where the Supplier identifies that there are omissions, overlaps or incompatibilities in the Former Supplier's exit plan then the Supplier shall promptly document and review these with Former Supplier's and the Customer and propose options to remediate with the aim of bringing the Detailed Implementation Plan back on track to the agreed timeline.

8. SERVICE TRANSFER TEST STRATEGY

- 8.1 The Supplier shall be responsible for the production, management and maintenance of its own test strategy or each service being transferred from the Former Supplier to the Supplier. In addition, the Supplier shall comply with the provisions of Call Off Schedule 5 (Testing), including the Test Strategy document produced in accordance with Call Off Schedule 5 (Testing).
- 8.2 The Supplier shall prepare Test Plans for each specific Test in accordance with in accordance with Call Off Schedule 5 (Testing).

9. PREPARATORY WORK FOR THE DELIVERY OF OPERATIONAL SERVICES

- 9.1 The Supplier shall be responsible for the development of measures to measure the performance of the Services, including without limitation, the development and documentation of the Systems of Measurement Reference Document setting out the calculation for each Service Level and the backing data that shall be provided to evidence the achievement of Service Levels.
- 9.2 The Supplier shall deliver the Systems of Measurement Reference Document to the Customer within sixty (60) Working Days of the Call Off Commencement Date.
- 9.3 The Supplier shall commence service performance measurement for the relevant Services from the date of Achievement of their respective Operational Services Commencement Dates.
- 9.4 Within sixty (60) Working Days of the Call Off Commencement Date (or such other period as specified in the Detailed Implementation Plan or otherwise agreed by the Parties in writing), the Supplier shall deliver a draft Service Operations Manual (SOM) to the Customer for its Approval. The Supplier shall comply with the Service Operations Manual (SOM) following its Approval by the Customer. Approval of the Service Operations Manual (SOM) by the Customer shall not relieve the Supplier of any responsibility to deliver the Services in accordance with this Call Off Contract.
- 9.5 Notwithstanding the provisions above in this Paragraph 9, if there is any conflict between the provisions above in this Paragraph 9 and the provisions

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of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring), the provisions of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) shall apply and prevail.

10. PREPARATORY WORK - INTERNAL SUPPLIER ORGANISATION

- 10.1 The Supplier shall implement a service management organisation in order to deliver the Services under this Call Off Contract.
- 10.2 The Supplier shall ensure that the appropriate and necessary service management organisation is in place by the date of Achievement of the relevant Operational Service Commencement Date and shall include as a minimum:
 - 10.2.1 documented and agreed role descriptions (such personnel to be the Key Personnel detailed in Part E (Key Personnel) of this Call Off Schedule) for the purpose of satisfying the requirements in Call Off Schedule 2 (Services) for the duration of the Call Off Contract;
 - 10.2.2 recruitment, appointment and training of appropriately security checked staff; and
 - 10.2.3 implementation of service management processes and tools.
- 10.3 The Supplier shall set out milestones in the Detailed Implementation Plan to produce and agree policies, processes, and procedures aligned with the policies, processes and procedures provided by the Customer and or the Agency Manager.
- 10.4 The Supplier shall set out milestones in the Detailed Implementation Plan to deploy the appropriate tooling under the following headings:
 - 10.4.1 tooling required to provide data needed to evidence the achievement of the contracted Service Levels after the date of Achievement of the relevant Operational Service Commencement Date;
 - 10.4.2 tooling required as part of the Supplier Solution;
 - 10.4.3 tooling required to deliver the Services at the date of Achievement of the relevant Operational Service Commencement Date.

11. PRELIMINARY ACTIVITIES BEFORE DETAILED IMPLEMENTATION PLANS

- 11.1 Prior to the Detailed Implementation Plan being baselined, the Supplier may, subject to the Customer's Approval, undertake preparatory work in support of Implementation that does not adversely affect the delivery of the Services and activities of the Customer, of any Related Supplier or of any Other Supplier or the Former Supplier.
- 11.2 In the event that the Supplier wishes to undertake any operationally impacting work before the Detailed Implementation Plan is baselined, the Supplier shall produce a list of the work it wishes to undertake and submit this to the Customer for Approval.

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- 11.3 Any work undertaken by the Supplier before the Detailed Implementation Plan is approved and base lined shall not increase the Implementation Service Charges.

12. MANAGEMENT OF CHANGE

- 12.1 The Supplier shall review on an on-going basis and throughout the Supplier's Implementation Period any changes (i.e., relating to Other Suppliers) identified to the Supplier via Implementation governance under Part D of this Call Off Schedule that relate to or might cause a material impact or deviation to the Implementation Plan and/or Services under this Call Off Contract.
- 12.2 The Supplier shall bring such material impact or deviation to the attention of the Customer along with their Impact Assessment of such material impact or deviation. Any failure to inform the Customer prior to such changes in Paragraph 12.1 above being approved by the Customer shall be deemed as acceptance by the Supplier that there is no material impact on the Detailed Implementation Plan.
- 12.3 The Parties acknowledge that the provisions of Paragraphs 12.1 and 12.2 above are in addition to the provisions of Call Off Schedule 14 (Change Control Procedure).

13. TRANSFER OF ASSETS, THIRD PARTY AGREEMENTS, SOFTWARE AND ASSOCIATED LICENCES

The Transferring In Assets which are to transfer to the Supplier shall be transferred on the relevant dates in accordance with Call Off Schedule 9 (Software and Assets) and the Detailed Implementation Plan unless otherwise directed by the Customer.

14. READINESS REVIEWS

- 14.1 Within 40 Working Days of the Call Off Commencement Date the Supplier shall propose an Implementation Service Readiness Approach, providing for joint Implementation Service Readiness Reviews with the Customer, and Other Suppliers. The Supplier shall discuss and agree such approach with the Customer's Agency Manager to ensure alignment with existing processes. The Customer, Supplier and Other Suppliers shall, in accordance with the Implementation Service Readiness Approach, carry out joint Implementation Readiness Reviews as per the Milestones identified in the Detailed Implementation Plan, as a means of:
- 14.1.1 assessing the Supplier's progress in delivering its obligations under this Call Off Contract;
- 14.1.2 assessing the Other Suppliers progress in delivering their obligations under their service agreements with the Customer;
- 14.1.3 assessing the extent of the Supplier's and Other Suppliers' outstanding activities to be completed to achieve completion of their

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respective Implementation obligations by the relevant Operational Service Commencement Date relating to those obligations;

14.1.4 assessing the Former Supplier's readiness to exit; and

14.1.5 confirming the relevant Operational Services Commencement Date(s).

14.2 The Supplier shall, for each Implementation Readiness Review, ensure that all Supplier staff, agreed with the Customer as being necessary to ensure the effectiveness of the Implementation Readiness Review are in attendance at the Implementation Readiness Review.

14.3 The Implementation Readiness Review process shall permit the Customer to determine the extent to which the Supplier is likely to Achieve an ATP Milestone.

15. SERVICE STABILISATION – POST CUT OVER STABILISATION AND EARLY LIFE SUPPORT

15.1 If requested by the Customer, giving ten (10) Working Days written notice to the Supplier, the Supplier shall provide an enhanced support function and team from the date of Achievement of the relevant Operational Services Commencement Date in addition to the Business as Usual function and team to provide enhanced Services and support. Such enhanced Services and support functions shall be charged in accordance with Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) or as otherwise agreed by the Parties in accordance with Call Off Schedule 14 (Change Control Procedure).

15.2 The Supplier shall provide an enhanced support function for early life support, with the enhanced support function being responsible for the management and resolution of any Incidents, problems or performance issues with the Implemented Service for the period post service cutover and will remain responsible until these Incidents, problems or performance issues have been Resolved and the Service is functioning to the Service Level Performance Measures and other performance criteria as required under this Call Off Contract.

15.3 Handover of the Services to the Business as Usual functions shall be agreed with the Customer and shown as a Milestone in the Detailed Implementation Plan.

16. SERVICE STABILISATION – POST CUT OVER REVIEW

The Supplier shall conduct a post cutover review after the Implementation of each of the Services set out in the Detailed Implementation Plan. The post cutover review shall record the lessons learned and set out any changes required to future cutovers. The Supplier shall amend its approach and update the relevant documentation to reflect the lessons learned.

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17. SECURITY MANAGEMENT

- 17.1 By no later than forty (40) Working Days after the Call Off Commencement Date, the Supplier shall prepare and deliver to the Customer the Security Management Plan in accordance with Call Off Schedule 8 (Security).
- 17.2 The Security Management Plan shall detail the Supplier's approach to maintaining the security and accreditation of the Services being implemented and in accordance with Call Off Schedule 8 (Security).
- 17.3 Where the Supplier identifies that Implementation will result in an increased risk to any Services, the Supplier shall produce a detailed plan for managing the risk to the Services during Implementation and shall update the relevant security documentation as required.
- 17.4 Where the Supplier identifies Services that are not already fully accredited the Customer may request that the Supplier will implement them in accordance with their current accreditation status and include a cost and plan for remediation in accordance with Call Off Schedule 14 (Change Control Procedure) and the principles of protective security set out in Call Off Schedule 8 (Security).

18. IMPLEMENTATION MILESTONES

- 18.1 The Outline Implementation Plan includes a number of Milestone types which the Supplier shall include within the Detailed Implementation Plan, including:
 - 18.1.1. standard Project Milestone – used by the Supplier to track and report progress, these do not need an ATP;
 - 18.1.2 Authority to Proceed Milestone – Milestones that require a Milestone Achievement Certificate to be issued before progress to the next stage can commence; and
 - 18.1.3 Operational Services Commencement Date (OSCD) Milestone – Milestones that require a Milestone Achievement Certificate to be issued before a Service can commence.
- 18.2 In accordance with Call Off Schedule 5 (Testing), Test Success Criteria and Quality Criteria for all Milestones shall include:
 - 18.2.1 Test Success Criteria and shall have Test Certificates, if an Authority to Proceed is required (see Paragraph 19 below);
 - 18.2.2 Test Success Criteria shall be agreed with the Supplier and the Customer and set out in this Call Off Schedule.

19 AUTHORITY TO PROCEED MILESTONE

- 19.1 ATP Milestones shall be assessed at an Implementation readiness review against the relevant Implementation readiness criteria.

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- 19.2 The Test Success Criteria for each ATP Milestone shall ensure Deliverables associated with the ATP Milestone have successfully conducted the following tests as a minimum:
- 19.2.1 all premises, equipment and assets necessary for the provision of the Services are in place and fully operational;
 - 19.2.2 Supplier Personnel necessary for the provision of the Services have been appointed and have the requisite skills, security clearance, knowledge and training;
 - 19.2.3 Key Personnel have been appointed in accordance with the Call Off Contract; and
 - 19.2.4 all contracts, licences and agreements with Sub-Contractors, of the Supplier and third parties necessary for the provision of the Services are in place and have terms that are consistent with the Call Off Contract;
- 19.3 all relevant operational processes and procedures are in place and have been tested and appropriately to ensure that any Service event will be processed and managed correctly and efficiently; and
- 19.4 successful completion of tests, whereby the Supplier has demonstrated that it is ready and capable of providing the Services from the planned date or dates for transfer of responsibility from the Former Supplier.

OFFICIAL**Annex 1 to Part B (Product Description - Documentary Deliverables Matrix) of this Call Off Schedule**

| Product Description | |
|---|---|
| Title of Deliverable | Documentary Deliverables Matrix (DDM) |
| Purpose of Deliverable | <p>The Supplier shall develop a complete list of Documentary Deliverables for the Detailed Implementation Plan. There are four primary uses of the document:</p> <ul style="list-style-type: none"> • to ensure that all Deliverables required to support the delivery of the Project, as defined in the PID, are identified and agreed with all stakeholders; • to act as a base document against which the Project can assess progress of agreed Deliverables as they are mapped to the delivery lifecycle; • to determine the ownership of and level of assurance required to each Product identified in the DDM; • to validate at Project closure that Deliverables have been delivered; and • and forms part of Paragraph 4 (Implementation Solution Baseline Documentation Set) of Part B of this Call Off Schedule. |
| Scope of Deliverable | Detailed Implementation Plan |
| Format & Presentation of Deliverable | MS Excel 2007 |
| Composition of Deliverable | <p>The Supplier shall provide a DDM that identifies all Deliverables required to support the delivery of the Project. The DDM shall include the following information:</p> <ul style="list-style-type: none"> • owner; • document category; • document name; • identify management or specialist Product; • required Y/N; • delivery status (RAG). |

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| Derivation of Deliverable | <ul style="list-style-type: none"> Customer specified control requirements |
| Allocated to | <p>Owned by the Supplier Implementation Manager and the Customer Implementation Manager</p> <p>Created by the Supplier</p> |
| Quality Criteria for Deliverable | <p>The DDM must ensure that it:</p> <ul style="list-style-type: none"> identifies all document Deliverables required throughout the lifecycle of the Project; captures all specialist Products identified to complete the Project; includes management Products; reflects the Deliverables identified in the Call Off Schedules; complies with the Product Description; and represents an accurate and complete record of the Project Baselined Documents. |
| Quality method | <ul style="list-style-type: none"> Quality checked by the Customer as appropriate. Approved by the relevant Project Board identified in the governance structure. |
| People or skills required | <p>Reviewers</p> <ul style="list-style-type: none"> Customer Implementation Manager; Customer Service Design lead; Customer Architecture lead; Customer Information Assurance lead; Related Suppliers and Other Suppliers (as required); and Former Supplier (as required). <p>Approval</p> <ul style="list-style-type: none"> Customer Representatives, dependent on the stakeholders identified in the PID. <p>For info to</p> <ul style="list-style-type: none"> Stakeholders; team members; and Related Suppliers and Other Suppliers. |
| First Draft Delivery Date for Deliverable | <p>This Product must be available within 20 days of the Call Off Commencement Date.</p> |

OFFICIAL**Annex 2 to Part B (Product Description - Supplier Solution High Level Design) of this Call Off Schedule**

| Product Description | |
|---|---|
| Title of Deliverable | Supplier Solution High Level Design |
| Purpose of Deliverable | The Supplier Solution High Level Design is produced within thirty (30) Working Days of the Call Off Commencement Date and is baselined within the timelines detailed in the Call Off Contract. Its purpose is to present a common understanding of the Supplier Solution to be delivered prior to entering the design phase of the Project. It should be read in conjunction with the PID, produced at the same time, which describes the approach that will be taken to deliver the Supplier Solution; and forms part of the Implementation Solution Baseline Documentation Set. |
| Scope of Deliverable | <p>The Supplier Solution overview will describe the solution at a conceptual and logical level, addressing service design, architecture and information assurance dimensions.</p> <p>The scope will be constrained to provide an overview of the Services explicitly delivered by the delivery Project.</p> <p>NOTE: The information security features of the Supplier Solution may be recorded within this document or captured separately in the Security Management Plan.</p> |
| Format & Presentation of Deliverable | <p>It is expected that all Supplier Solution overviews will be produced in Open Document format, PDF, or, as an exception, DOCX where particular features are unsupported.</p> <p>All Supplier Solution documentation should be properly titled and version controlled.</p> |
| Composition of Deliverable | <p>The Supplier Solution overview shall include the following sections:</p> <ul style="list-style-type: none"> • Introduction <ul style="list-style-type: none"> ○ purpose ○ scope <ul style="list-style-type: none"> ▪ specific inclusions ▪ specific exclusions ○ background ○ summary |

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| | <ul style="list-style-type: none"> • Requirements <ul style="list-style-type: none"> ○ Business requirements ○ Services functional requirements ○ Service Level requirements ○ Service operational and management requirements ○ Service applicability ○ Service contacts • Assumptions, risks, dependencies and constraints <ul style="list-style-type: none"> ○ assumptions ○ risks ○ dependencies ○ constraints • Service design and topology <ul style="list-style-type: none"> ○ Service or Application architecture ○ Technology architecture ○ Security architecture ○ Services specific architecture(s) • Supplier Solution breakdown <ul style="list-style-type: none"> ○ Supplier Solution Components ○ Supplier service requirements & dependencies ○ Other Supplier Solution Components ○ Other Supplier service requirements & dependencies • Organisational Readiness • Service lifecycle plan <ul style="list-style-type: none"> ○ planning requirements ○ Implementation considerations ○ refresh requirements ○ Services Decommissioning Requirements • Summary of impact |
| <p>Derivation of Deliverable</p> | <p>The Supplier Solution overview is derived from the following:</p> <ul style="list-style-type: none"> • Suppliers' response documents • Call Off Schedule 2 (Services) • Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) |

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| | <ul style="list-style-type: none"> Implementation Plan in this Call Off Schedule |
| Allocated to | Supplier |
| Quality Criteria for Deliverable | <ul style="list-style-type: none"> Delivered to the format specified; Alignment to the PID; Aligned to Call Off Schedule 2 (Services); Traceability to Supplier Solution. |
| Quality method | Supplier's internal management approval process |
| People or skills required | <ul style="list-style-type: none"> Services/business analyst; Architecture; Service Design; and Information Assurance. |
| First Draft Delivery Date for Deliverable | As detailed in this Call Off Schedule |
| Internal Impact Assessment / Peer Review Sign-off | |
| Approval & Sign-off | <p>This section is concerned with who will be responsible for quality checking and providing formal Approval of the Product. Following formal Approval the Product will be baselined and will be subject to the Change Control Procedure thereafter.</p> <p><u>Reviewers</u></p> <ul style="list-style-type: none"> Supplier; Related Suppliers (if appropriate); Other Suppliers (if appropriate); Customer design function; and Customer Implementation Manager. <p><u>Approval</u></p> <ul style="list-style-type: none"> Customer programme team |

OFFICIAL**Annex 3 to Part B (Product Description – Detailed Implementation Plan) of this Call Off Schedule**

| Product Description | |
|---|---|
| Title of Deliverable | Detailed Implementation Plan |
| Purpose of Deliverable | <p>The Supplier shall develop a plan.</p> <p>The plan will contain the full set of activities required by a function within the Project team structure, i.e. architecture.</p> <p>The Supplier's Detailed Implementation Plan shall be available within the time period specified in this Call Off Schedule and should, collectively, form the end to end timeframe and activities required to satisfy the Services and the Service Levels.</p> <p>The plan shall act as a Baselined Document against which the Project team can:</p> <ul style="list-style-type: none"> • assess progress of the Project; and • ensure that any dependencies, whether they are external to the Project or internal between function groups, have been captured in the baseline plans. <p>The plan forms part of the documents in Paragraph 4 (Implementation Solution Baseline Documentation Set) of Part B of this Call Off Schedule.</p> |
| Scope of Deliverable | The identified delivery Project |
| Format & Presentation of Deliverable | MS Project |
| Composition of Deliverable | <p>The Supplier shall provide a plan or set of plans that specify all activities, dependencies, resource, effort and outputs required from the Supplier, Other Suppliers, Former Supplier and the Customer in order to Achieve Project Milestones.</p> <p>Timeframes, activities, resource, effort and dependencies identified in the plans will be baselined at Approval.</p> <p>Changes required to the plans following the Approval of the Baseline Document will be made under the Change Control Procedure.</p> |

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| Derivation of Deliverable | <p>The plan will be derived from:</p> <ul style="list-style-type: none"> • Supplier solution in the bid response; • dependencies agreed between the Supplier, Other Suppliers and Former Supplier; • the Due Diligence Information; and • project management standards. |
| Allocated to | <p>Owned by the Supplier and Customer Implementation Manager. Created by the Supplier.</p> |
| Quality Criteria for Deliverable | <p>The plans must ensure that they:</p> <ul style="list-style-type: none"> • Specify Milestones for the delivery of all documents listed in the Documentary Deliverable Matrix. • Specify Milestones for the eradication of all key dependencies listed in the Supplier's operational dependency register. • Specify Milestones for the eradication of all key risks listed in the Supplier's risk register. • Specify Milestones for all readiness reviews. |
| Quality method | <ul style="list-style-type: none"> • Quality checked by the Customer as appropriate. • Approved by the relevant Project Board identified in the governance structure. |
| People or skills required | <p>Reviewers</p> <ul style="list-style-type: none"> • Customer Implementation Manager; • Customer Service Design lead; • Customer architecture lead; • Information Assurance lead; • Other Suppliers (as required); and • Former Supplier (as required). <p>Approval</p> <ul style="list-style-type: none"> • Programme representatives, dependent on the stakeholders identified in the PID. <p>For info to</p> <ul style="list-style-type: none"> • Stakeholders; • Team members; and • Other Suppliers. |

OFFICIAL**Annex 4 to Part B (Product Description - Implementation Risk and Accreditation Management Plan) of this Call Off Schedule**

| | |
|----------------------------------|--|
| Product Title | Implementation Risk and Accreditation Management Plan |
| Target Date | Within 40 Working Days of the Call Off Commencement Date |
| Purpose | <p>The purpose of this product is to:</p> <ul style="list-style-type: none"> a. enable the Supplier to analyse the level of information risk exposure during Implementation, prior to full accreditation; b. provide a summary of residual risk; c. maintain the security of all Services during Implementation; d. forms part of the Implementation Solution Baseline Documentation Set |
| Composition | Microsoft Word or as otherwise agreed |
| Format & Presentation | <ul style="list-style-type: none"> • This document should not be a reproduction of existing RMADS and should reference them & other documentation where relevant. • To that end, version should be incremented every time that the document is changed. • Version history must be revised, to allow a reader to understand the essence of the change. • The document title and version should be included on the footer of each page to assist in positive identification of printed copy. |
| Allocated to | <ul style="list-style-type: none"> • Supplier Information Assurance |
| Quality Criteria | <p>The Quality Criteria are:</p> <ul style="list-style-type: none"> • does the document identify and describe risks in sufficient detail to enable the Customer to make fully informed risk management decisions about Implementation Services? • does the document support the objective of providing a coherent and consistent accreditation of Services during the Implementation Period • does the document reference source evidence that can be audited to validate the assertions made? |

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| Quality method | <ul style="list-style-type: none">• The Customer's security function shall validate and Approve the document content |
| Approval & Sign-off | <p><u>Reviewers</u></p> <ul style="list-style-type: none">• Customer Information Assurance (IA); and• Other Customer SMEs. <p><u>Approval</u></p> <p>Customer Information Assurance</p> |

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Annex 5 to Part B (Product Description – Deliverable Approvals) of this Call Off Schedule

1. BACKGROUND

The Parties acknowledge that this Approval Procedure shall demonstrate documents provided by the Supplier as part of Implementation meets the Quality Criteria.

- 1.1 This Approval Procedure shall apply to the review and Approval of any document that forms a part of a Deliverable, which the Supplier is required to provide as part of Implementation.
- 1.2 In planning any review, the Parties shall consider and agree what third party involvement is appropriate, including the involvement of any Other Suppliers.
- 1.3 Where any such third parties are involved in a review, the Supplier shall provide such third parties with all reasonable assistance and information in connection with the conduct of that review save as expressly set out otherwise in this Call Off Contract.

2. INTRODUCTION TO APPROVAL PROCEDURE

- 2.1 The Approval Procedure is designed to enable the Customer, to review draft documents produced by the Supplier against the Quality Criteria, and to Approve such drafts subject to any required amendments being made.
- 2.2 The Approval Procedure commences with the agreement of the Product Description for the document, which sets out the Quality Criteria that the document must meet in order to be Approved.
- 2.3 The Approval Procedures for Documents are outlined below, covering:
 - 2.3.1 where necessary, development and Approval of the Product Description for the Document;
 - 2.3.2 key roles in reviewing and Approving Documents;
 - 2.3.3 development of the review plan for the Document;
 - 2.3.4 review procedure;
 - 2.3.5 consequences of Approval success and failure; and
 - 2.3.6 the requirement to record Approved Documents.

3. DEVELOPMENT OF PRODUCT DESCRIPTIONS FOR DOCUMENTS

- 3.1 Other than where the Product Description is already in existence under this Call Off Contract, where a Document is subject to the Approval Procedure, the Supplier shall develop a draft Product Description materially in the format specified in the Annexes to Part B of this Call Off Schedule and shall make the draft Product Description available to the Customer for review.
- 3.2 The Supplier shall ensure that the Product Description is in a form Approved by the Customer by any date specified in this Call Off Contract for this to have

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been Achieved, or, in the absence of any such date being specified, in sufficient time to enable the applicable Document to be delivered for review and to be Approved by the applicable date(s) for those activities.

- 3.3 The Customer shall review the draft Product Description in order to determine whether:
 - 3.3.1 it is in the required format; and
 - 3.3.2 the Customer believes that the Quality Criteria contained within the Product Description reflect the objective of the Document and any requirements of this Call Off Contract that relate to the Document.
- 3.4 The Customer shall undertake this review of the draft Product Description, and shall notify the Supplier of the outcome of the review, within ten (10) Working Days of the Customer receiving the draft Product Description, or within such other period as may be agreed between the Parties.
- 3.5 Where the draft Product Description meets all the provisions set out in Paragraph 3.3 of this Annex, the Customer shall notify its agreement of the Product Description in writing to the Supplier.
- 3.6 Where the draft Product Description does not meet all the provisions set out in Paragraph 3.3 above, the Customer shall notify the Supplier, specifying the reasons why the draft has not been agreed.
- 3.7 If Paragraph 3.6 of this Annex applies, the Supplier shall liaise with the Customer to understand and complete the necessary changes and, subject to Paragraph 3.2 of this Annex, shall issue to the Customer within five (5) Working Days a revised draft Product Description, with all changes clearly highlighted.

4. DEVELOPMENT OF DOCUMENTS

4.1 Key roles in reviewing and Approving Documents

- 4.1.1 For each Document review, both Parties shall appoint their respective Implementation Managers to act as the lead role in the active management of the progression of each draft Document through to Approval.
- 4.1.2 The Customer may involve third parties in the review. In this event, the Customer may share draft Documents with such third parties, and may invite them to participate in review meetings.

4.2 Agreement of Document Review Plan for Documents

- 4.2.1 If the Supplier does not propose a Document Review Plan (or propose one acceptable to the Customer) by the applicable date in this Call Off Contract for this to occur (or, in the absence of such a date, in sufficient time to enable the applicable Documents to be delivered for review and to be Approved by the applicable date(s) for those activities), the Customer may specify the Document Review Plan.

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4.3 Review Procedure for Documents

- 4.3.1 The Parties shall conduct the review in accordance with the Document Review Plan and the timescales specified therein.
- 4.3.2 The Supplier shall not submit a draft Document for review by the Customer without first verifying that the draft Document:
 - 4.3.2.1 is in accordance with the format, scope and Quality Criteria specified in the applicable Product Description;
 - 4.3.2.2 is clearly written, in language that those parties who will need to refer to the document can understand;
 - 4.3.2.3 is complete, with an appropriate level of detail and any relevant cross-references; and
 - 4.3.2.4 has no obvious errors of spelling, grammar, numbering or order, duplications or omissions.
- 4.3.3 The Customer shall review the draft Document in order to determine whether it meets the applicable Quality Criteria or not, and shall notify the Supplier of the outcome of this review, in accordance with the Document Review Plan.
- 4.3.4 Where the Customer review determines that the draft meets all the applicable Quality Criteria, the review shall be concluded at this point, and the Customer shall notify the Supplier of Approval success.
- 4.3.5 Where the Customer rejects the draft Document, because it does not meet all the applicable Quality Criteria or the Customer's requirements, the Customer shall specify its reasons for rejection in the form of collated review comments to the Supplier, and the following procedures shall apply:
 - 4.3.5.1 the Parties shall meet to discuss the Customer's review comments and to agree and document the necessary changes to the draft Document that are required to achieve Approval;
 - 4.3.5.2 the Supplier shall produce a revised draft Document, incorporating all agreed changes, with changes clearly highlighted, for review by the Customer in accordance with the Document Review Plan; and
 - 4.3.5.3 the Customer shall review the revised draft Document in order to determine whether the agreed changes have been made and whether the revised draft now meets the applicable Quality Criteria or not, and shall notify the Supplier of the outcome of this review, in accordance with the Document Review Plan.
- 4.3.6 Where the Customer rejects the revised draft Document, the Customer shall notify the Supplier of the reasons for its rejection of the draft. In

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this event, the Supplier shall liaise with the Customer to understand and complete the necessary changes and shall issue a further revised draft Document for review and Approval.

4.3.7 The Supplier shall inform the Customer of any failure or likely failure to meet a date in the Document Review Plan as soon as such failure becomes known to the Supplier.

4.3.8 The Document Review Plan may only be changed with the Customer's prior written consent.

4.4 Approval Success

If all applicable Quality Criteria are met in accordance with the Approval Procedure and the applicable Document Review Plan, the Customer shall notify the Supplier of Approval success.

4.5 Approval Failure

If all applicable Quality Criteria are not met by the Planned Approval Date and in accordance with the Approval Procedure, the Customer shall notify the Supplier of Approval failure.

4.6 Referenced Documents

Once Approved, the Customer may require the Supplier to record the title and version reference number of the Document as a Referenced Document.

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PART C: CUSTOMER RESPONSIBILITIES

GENERAL

Any agreed Customer Responsibilities associated with the Milestones shall be set out in the Detailed Implementation Plan.

OFFICIAL**PART D: IMPLEMENTATION GOVERNANCE****1. Roles and Responsibilities****1.1 Implementation Managers**

- 1.1.1 The Supplier shall appoint a senior Project executive who shall have overall responsibility for the management, performance and delivery of Implementation in accordance with this Call Off Schedule and the Implementation Plan and who shall be a dedicated escalation point of contact for the Supplier in respect of Implementation (the “**Supplier Implementation Manager**”). The Supplier Implementation Manager shall be a member of Key Personnel for the duration of the Implementation. Any change to the Supplier Implementation Manager shall be subject to Call Off Schedule 14 (Change Control Procedure).
- 1.1.2 The Customer shall appoint a dedicated contact point for Implementation (the “**Customer Implementation Manager**”). The Customer Implementation Manager shall have overall responsibility for the management of the Customer’s Implementation activities identified in this Call Off Schedule and the Implementation Plan.
- 1.1.3 Both Parties shall use commercially reasonable endeavours to ensure that any Implementation issues or disputes are resolved promptly by the Supplier Implementation Manager and the Customer Implementation Manager. Any disputes that cannot be resolved shall be escalated in accordance with the Implementation Escalation Procedure detailed below in Paragraph 1.3 of this Part D of this Call Off Schedule.

1.2 Managing and Monitoring Implementation

- 1.2.1 The Supplier shall be responsible for managing, monitoring and implementing all aspects of Implementation, including:
- (a) proactively identifying, monitoring and managing any significant risks or issues including:
 - (i) developing and maintaining a risk log and an issues log;
 - (ii) instigating and managing formal risk mitigation strategies;
 - (iii) taking appropriate preventive measures; and
 - (iv) developing contingency plans for rapid recovery from actual or potential issues;
 - (b) managing, co-ordinating and planning all aspects and activities in relation to Implementation;
 - (c) monitoring progress of all Implementation tasks and responsibilities against the Implementation Plan and promptly escalating to the Customer any failures (or potential failures) to perform any tasks or responsibilities, including failures by the Customer to comply with any Customer responsibilities;
 - (d) resolving any Implementation incidents or problems that arise;

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- (e) managing any Change Requests to the Implementation Project and maintaining a change log of all changes to Implementation; and
- (f) following the escalation process defined in Paragraph 1.3 of this Part D of this Call Off Schedule.

1.3 Implementation Escalation Procedure

- 1.3.1 The Parties shall discuss all Implementation issues and attempt to resolve those Implementation issues with their counterpart in the other Party ("**Escalation Level 1**").
- 1.3.2 If disagreement continues, then either Party is entitled to refer the relevant Implementation issue to the next level of escalation, being the Implementation Governance Board, at the next available opportunity ("**Escalation Level 2**").
- 1.3.3 If the issue remains unresolved for longer than seven (7) days after the Implementation Governance Board, then either Party may escalate to the final level of escalation, being the Customer's COMPASS Exit Delivery Group (an emergency Steering Committee may be called by the Parties if the issue is urgent) ("**Escalation Level 3**").

1.4 Reporting

The Supplier shall comply with its obligations in respect of reporting as set out below:

| Title | Report Description | Timing and Frequency of Reports |
|--|---|--|
| Implementation Plan Progress Report | Report detailing the progress and status of Implementation activities in the Implementation Plan | For the duration of the Implementation Period, the Supplier shall provide this report every two weeks commencing on the Call Off Commencement Date |
| Implementation Log | A log of all key risks that the Supplier has identified during Implementation | For the duration of the Implementation Period, the Supplier shall provide this report every two weeks commencing on the Call Off Commencement Date |
| Change Management Report | Summary of all Changes carried out under the Implementation Plan, successful and failed. This report shall also show the "forward" schedule of Change under this Call Off Contract. | For the duration of the Implementation Period, the Supplier shall provide this report every two weeks commencing on the Call Off Commencement Date |
| Project Reporting | A summary report detailing the Supplier's progress against all current proposals and Projects | For the duration of the Implementation Period, the Supplier shall provide this report every two weeks commencing on the Call Off Commencement Date |
| Other Reports | The Supplier shall provide additional reporting as reasonably requested by the Customer and as agreed with the Supplier | At a timing / frequency reasonably requested by the Customer |

OFFICIAL**1.5 Meetings**

The Parties shall attend the Implementation meetings set out below along with any other meetings reasonably required by the Customer, in order to review the status of Implementation and to ensure that the objectives of Implementation are being met.

| Name of Meeting | Scope | Attendees | Frequency of Meeting |
|--|---|--|---|
| Implementation Governance Board | <ul style="list-style-type: none"> • Control of scope change • Review and challenge input from the specialist functions that make up the programme • Risk and issue management • Dependency management • Decision making • Allocation of resources • Escalations where necessary to the COMPASS Exit Delivery Group • Escalations where necessary to the Agency Manager | Supplier attendees: <ul style="list-style-type: none"> • Implementation Manager • Commercial Representative • Service Delivery Representative Customer attendees: <ul style="list-style-type: none"> • Implementations Manager; • Commercial / Contract Management Representative; • Service Management Representative • PMO Representative | Two meetings per month during the Implementation Period |
| Dependency and Risk Meeting | Review of risks and dependencies | <ul style="list-style-type: none"> • Agency Manager • Customer; • Supplier • Former Supplier • Related Suppliers | Two meetings per month during the Implementation Period |

OFFICIAL**PART E: KEY PERSONNEL****GENERAL**

The Supplier has assigned the following Key Personnel to this Call Off Contract in the Key Roles detailed below:

| Name and title | Period | Responsibilities/Authorities |
|---|--|---|
| The CPS claims an exemption from publishing this information under Section 40(2) of the FOI Act 2000 | <ul style="list-style-type: none"> For the Call Off Contract Period | <ul style="list-style-type: none"> Responsible for all Services and Projects delivered to the Customer |
| | <ul style="list-style-type: none"> For the Implementation Period | <ul style="list-style-type: none"> Responsible for Implementation |
| | <ul style="list-style-type: none"> For Call Off Contract Period | <ul style="list-style-type: none"> Responsible for all technical Services and Projects for the Customer, including technical governance during the Implementation Period |
| | <ul style="list-style-type: none"> For Call Off Contract Period | <ul style="list-style-type: none"> Responsible for delivery of the Services to the Customer |