Schedule 6.2 - Lot 2

Testing and Assurance Procedures

Version 5.0

Lot 2: 96252106.1

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CHANGE HISTORY

Version No.	Date	Details of Changes included in Update	Author(s)	Document Number
4.0	20.10.15	Execution version	ESMCP	36004766.20
4.1	27.05.16	Changes as a result of CR108	ESMCP	
4.2	02.02.17	Changes as a result of CR110	ESMCP	
4.3	[.17]	Conformed Copy incorporating amendments agreed through Change Authorisation Notes CR108 and CR110	Motorola	
4.4	11.09,18	Conformed copy incorporating amendments agreed through Change Authorisation Notes CR0108, CR0110 and CR0134	Motorola	
4.5	12.10.18	Footnotes added to reflect legal actions in Moto master tracker (Deloitte)		
4.6	29.11.2018	A&R Draft circulated for internal Authority review and sign-off	DLAP	92059393v29
4.7	29.11.2018	2nd draft A&R Draft circulated for internal Authority review and sign off	DLAP	92059393.3
4.8	30.11.2018	1st A&R draft issued to Moto	Authority	92059393.4
4.9	16.12.2018	Updated draft for workshops	B&B	
4.10	09.01.2019	Updated draft	Authority	92059393.6
4.11	14.01.2019	Updated draft	Motorola	
4.12	05.02.2019	Updated draft	Authority	92059393.7
4.13	28.02.2019	Updated draft following discussions with Moto on 28.02	Authority	92059393.8
4.14	08.03.2019	Update following meeting 06.03	B&B/Moto	

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4.15	03.04.2019	Updated draft	Authority	92059393.10
4.16	04.04.2019	Further amendments in response to B&B/Moto comments	Authority	92059393.12
5.0	09.05.2019	CAN 500 Execution Version	Authority	96252106.1

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1 Schedule Background

1.1 This Paragraph 1 (Schedule Background) describes, at a high level, the ESMCP and Authority approach to testing and assuring the ESN Services, primarily as part of Mobilisation. It also describes the approach taken by User Organisations to confirm that their operations and business processes are appropriate to live operations with ESN as the communications service.

1.2 Paragraph 1 (Schedule Background) is provided for information only and shall have no contractual effect.

1.3 The management of the multi-lot procurement and operation of the network will evolve as the transition of User Organisations advances.

1.4 Testing is a key process for both the Authority and Users. Ultimate responsibility for assurance of testing and acceptance of the ESN will lie with the Authority. The detailed test responsibility will sit with individual suppliers, with the Authority being responsible for undertaking assurance of this testing and managing Trials/Pilot Tests.

1.5 To meet the Authority delivery timescales, the approach to testing is optimised, whilst always ensuring that the overall integrity and performance of the deployed service meets the Authority requirements.

1.6 To optimise delivery of a high quality testing and assurance programme, the Supplier acknowledges and agrees to apply the following principles:

(a) each ESN Supplier will be responsible for testing their own systems and subsystems with Assurance of testing provided by the Authority;

(b) each ESN Supplier will be responsible for developing and complying with their own Test schedules and Test Plans to meet the overall mobilisation process, as assured by and issued to the Authority;

(c) the Supplier shall be cognisant that each ESN Supplier is required to adopt a risk based testing approach and test early;

(d) where commercial off-the-shelf (COTS) equipment and services have already been tested and proved, Assurance can be provided through access to pre-existing test reports;

(e) Not Used;

(f) Users will support Service Acceptance Test during Mobilisation and shall have the ability to pilot before their individual migration; and

(g) all ESN Supplier test teams will be expected to take an open book approach to testing.

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2 Introduction

2.1 The Supplier shall have sole responsibility for the testing of the Tested Services and shall be responsible for the testing of the ESN Tested Services specified in this Schedule 6.2 (Testing and Assurance Procedures).

2.2 In this Schedule where there is an obligation on any Other ESN Supplier, the relevant obligations of that Other ESN Supplier will be detailed in their respective agreements with the Authority to provide the ESN Tested Services. The Authority shall provide a copy of the Other ESN Suppliers' respective executed Schedule 6.2 (Testing and Assurance Procedures) to the Supplier in order to assist with its understanding of the scope of the Assurance and testing activities and the Supplier agrees that the Authority may provide copies of this Schedule 6.2 (Testing and Assurance Procedures) to the Other ESN Suppliers to assist with their understanding of the assurance and testing process as undertaken by the Other ESN Suppliers.

2.3 The Parties acknowledge and agree that:

(a) it is the responsibility of the respective Other ESN Suppliers as described under their contractual arrangements with the Authority to comply with the ESMCP Programme Test Strategy, any relevant ESN Product Test Strategy and the relevant Test Plans for any and all ESN Service Components they provide; and

(b) it is the responsibility of the US Supplier to perform specified Test Events for the ESN Tested Services; and

(c) not used.

2.4 The Supplier shall:

(a) collaborate in the development of the Assurance policy, Assurance strategies and Assurance plans with the Other ESN Suppliers in accordance with this Schedule 6.2 (Testing and Assurance Procedures) and Schedule 6.1 (Implementation Plan);

(b) develop the Test Plans in collaboration with the Other ESN Suppliers in accordance with:

(i) this Schedule 6.2 (Testing Procedures);

(ii) Schedule 6.1 (Implementation Plan) and

(iii) the ESMCP Programme Test Strategy.

(c) support the Authority in its development of the ESN Product Test Strategies.

2.5 If, having used its best endeavours, the Supplier reasonably believes it will fail to agree the Supplier Test Policy, ESN Product Test Strategies and Test Plans in the required timescales due to the actions or inactions of the Other ESN Suppliers then the Supplier

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acknowledges and agrees that the Authority may in its absolute discretion require the Supplier to act in accordance with any Supplier Test Policy, Test Strategies and Test Plans that the Authority provides to it and the Supplier shall undertake Testing in accordance with these documents whilst the Parties shall review the reasons for non-agreement (including without limitation any liability where the Other ESN Supplier can demonstrate that the Delivery Partner or Other ESN Supplier was not acting reasonably) in accordance with the Operating Level Agreement.

2.6 Unless explicitly stated to the contrary in Schedule 4.1 (Supplier Solution) it will be the Supplier's sole responsibility and liability to provide and operate any and all equipment including without limitation Test Tools and Test Assets necessary in order to perform its Test obligations without additional charge to the Authority or (unless agreed otherwise to the contrary under paragraph 2.9) Other ESN Suppliers. This includes without limitation where any ESN Service Component as being tested by the Other ESN Suppliers requires the Supplier to have such equipment Test Tools and Test Assets.

2.7 This Schedule specifies the procedures:

(a) that apply to the assurance by the Authority of Documentary Deliverables (as set out in Part A of this Schedule);

(b) that apply to the Supplier Test policy, ESMCP Programme Test Strategy, the ESN Product Test Strategies and Test Plans (as set out in Part B of this Schedule);

(c) that apply to the Testing by the Supplier of ESN Tested Services or Changes to existing ESN Tested Services (set out in Part C and D of this Schedule); and

(d) that apply to test improvement processes (as set out in Part E of this Schedule).

2.8 Unless specified to the contrary in Schedule 2.1 (Services Description), Schedule 4.1 (Supplier Solution) or Schedule 6.1 (Implementation Plan), the Testing and Assurance Process for ESN Tested Services shall apply to any ESN Deliverables, any Change to the Services and/or Services that relate to the Achievement of a Milestone.

2.9 The assurance procedures described in this Schedule shall be followed by the Authority and the Supplier unless agreed otherwise via the Change Control Procedure.

2.10 All risk in the design, development and implementation of the Services and Deliverables and the provision of the Services shall remain with the Supplier.

2.11 In this Schedule, if there is a requirement for the Parties to agree, any failure to achieve agreement within five (5) Working Days of either Party notifying the other Party of the failure to agree shall be determined by the Authority in its absolute discretion which shall be implemented by both Parties with any impact including without limitation, costs, to be resolved in accordance with the Dispute Resolution Procedure unless otherwise expressly stated to the contrary.

2.12 Where the Parties consider it necessary, the standard requirements set out in this

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Schedule may be varied by agreement in accordance with Schedule 8.2 (Change Control Procedure).

2.13 The testing of the ESN Tested Services described in this Schedule are intended to support, and be supported by, effective joint working between the Supplier and all Other ESN Suppliers involved in delivering the ESN Tested Services to the Authority as specified in the Operating Level Agreement.

3 Risk

3.1 The issue of a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:

(a) operate to transfer any risk that the relevant ESN Deliverable or Milestone is complete or will meet and/or satisfy the Authority's requirements for that ESN Deliverable or Milestone; or

(b) affect the Authority's right subsequently to reject:

(i) all or any element of the ESN Deliverables or ESN Tested Services; or

(ii) any Milestone to which the Milestone Achievement Certificate relates, provided always that the rejection of any such Milestone will not affect the Authority's obligation to pay any invoice for Charges relating to the completion of the relevant Milestone, or (without prejudice to the Authority's rights and remedies in respect of default) entitle the Authority to an automatic refund of any Charges paid for completion of the relevant Milestone.

3.2 Notwithstanding the issuing of any Milestone Achievement Certificate, the Supplier shall remain solely responsible for ensuring that:

(a) the Supplier Solution as designed and developed is suitable for the delivery of the Services and meets the Authority Requirements;

(b) the Services are implemented in accordance with this Agreement; and

(c) each Minimum Service Threshold is met from the relevant Operational Service Commencement Date.

In particular, where the Authority rejects a Milestone Achievement Certificate pursuant to Paragraph 3.1(b) in circumstances where the Supplier Solution has failed to meet the specifications required under this Agreement or there has been any other default by the Supplier, and the Supplier has suffered a Rectification Plan Failure, then the Supplier shall, without prejudice to the Authority's other rights and remedies under this Agreement, use its best endeavours to resolve the failure or default including (as a minimum) immediately following the Rectification Plan Failure and at the Supplier's cost:

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(i) allocating senior and highly expert resource to the resolution of the default;

(ii) deploying resource to the resolution of the default 24 hours per day;

(iii) engaging third party support expert assistance as required; and

(iv) providing the Authority with hourly updates and daily detailed reports regarding resolution activity.

PART A - ASSURANCE PROCEDURES FOR DOCUMENTARY DELIVERABLES

4 Introduction to Assurance Procedures for Documentary Deliverables

4.1 Introduction

4.1.1 Part A of this Schedule specifies the Assurance Procedures for Documentary Deliverables.

4.1.2 The Supplier shall ensure that all Documentary Deliverables and Documentary Product Descriptions are identified in the relevant Documentary Deliverables Schedule, as defined in Schedule 6.1 (Implementation Plan) and subject to the Assurance Procedures for Documentary Deliverables (this Paragraph 4).

4.1.3 The Assurance Procedures for Documentary Deliverables shall commence with agreement of each Documentary Product Description between the Authority and the Supplier, which sets out the Assurance Criteria that the Documentary Deliverables must meet in order to achieve Assurance Success (Approved without notations) (in accordance with Paragraph 4.2). Following acceptance by the Authority of the Documentary Product Description the Supplier shall then provide to the Authority the relevant Documentary Deliverable (in accordance with Paragraph 4.4).

4.1.4 The Assurance Procedures for Documentary Deliverables are designed to enable the Authority to review draft Documentary Deliverables produced by the Supplier against agreed Assurance Criteria and for the Authority to satisfy itself of the contents of such drafts subject to any required changes being made.

4.2 Documentary Product Description

4.2.1 The Supplier shall, except where otherwise agreed with the Authority, produce in writing and submit to the Authority for approval draft Documentary Product Descriptions for all Documentary Deliverables included in the Documentary Deliverables Schedule in accordance with the Documentary Product Description Template.

4.2.2 The Supplier shall ensure that each Documentary Deliverable's corresponding Documentary Product Description is developed, submitted and agreed with the Authority in accordance with paragraph 10.7 of Schedule 6.1 (Implementation Plan) unless otherwise agreed with the Authority.

4.2.3 Other than where the Authority has rejected a properly constituted Documentary Product

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Description as not being consistent with Assurance Procedures for Documentary Deliverables and or any other document control procedures within the timescale specified in the Documentary Deliverable Schedule or in any event within three weeks of its provision to the Authority, then the Supplier may proceed on the basis of the relevant Documentary Product Description.

4.2.4 The Supplier shall agree and incorporate any changes or additions required by the Authority to the content of the Documentary Product Descriptions, before commencing the production of the draft Documentary Deliverable.

4.3 Key roles in reviewing Documentary Deliverables

4.3.1 For each Documentary Deliverable review, each Party shall each appoint a suitably qualified and authorised representative to manage the assurance and progression of each draft Documentary Deliverable through to approval.

4.3.2 Where appropriate, the Authority may decide to involve third parties in the review. In this event, and subject to the provisions of Clause 21 (Confidentiality), the Authority may share draft Documentary Deliverables with such third parties, and may invite them to participate in review meetings.

4.3.3 Where authorised by the Authority in advance, if the Supplier considers that a third party would reasonably be considered to be in a position to provide or receive useful and/or necessary input into a Documentary Deliverable, the Supplier shall consult such third party regarding the Documentary Deliverable provided always that this shall be at no additional charge to the Authority.

4.4 Review procedure for Documentary Deliverables

4.4.1 The Supplier shall produce and issue in accordance with the document management process set out in paragraph 7.6 of Schedule 2.1 (Service Description), by the Draft Delivery Date a complete draft Documentary Deliverable for review by the Authority in accordance with the Documentary Deliverable Schedule and the Documentary Product Description.

4.4.2 The Supplier shall not submit a draft Documentary Deliverable for review by the Authority without first verifying that it complies with, and:

(a) is in accordance with the format, scope and Assurance Criteria specified in the applicable agreed Documentary Product Description;

(b) is clearly written, in language that those parties who will need to refer to the document should be able to understand;

(c) does not refer to any document not provided to, or in the possession of, the Authority unless the parties have previously agreed that such document is not required to be provided;

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(d) draws upon the necessary expertise and Good Industry Practice available to the Supplier;

(e) is complete, with an appropriate level of detail and any relevant cross-references; and

(f) has no obvious errors of spelling, grammar, numbering or order, duplications or omissions.

4.4.3 The Supplier shall comply with the review of each Documentary Deliverable in accordance with the timescales specified in the Documentary Deliverables Schedule.

4.4.4 The Supplier shall inform the Authority of any inability to meet a date in the Documentary Deliverables Schedule as soon as it becomes apparent to it. For the avoidance of doubt, notification of any inability to meet a date in the Documentary Deliverables Schedule shall not obviate the Supplier from its obligations under this Agreement unless such change has been agreed between the Parties in accordance with the Change Control Procedure including, without limitation any impact on a Milestone Date.

4.5 Approval or rejection of Documentary Deliverables

4.5.1 Following receipt and review of each draft Documentary Deliverable from the Supplier, the Authority shall notify the Supplier in writing, in accordance with the provisions of Schedule 2.1 (Service Description), paragraph 7.6.8, that it:

(a) Approves the relevant Documentary Deliverable and the review shall be concluded at this point, and the Authority shall notify the Supplier of Assurance Success (Approved without notations) in accordance with Paragraph 5A (Assurance Success (Approved without notations)); or

(b) Approves with notations the relevant Documentary Deliverable and the review shall not be concluded but the Authority, acting in its sole discretion, may notify the Supplier of Assurance Success (Approved with notations) in accordance with Paragraph 5B (Assurance Success (Approved with notations)); or

(c) rejects the relevant Documentary Deliverable in accordance with Paragraph 6,

in all cases no later than ten (10) Working Days after the date on which the Documentary Deliverable is finally submitted to the Authority by the Supplier.

4.5.2 If the Authority rejects a draft Documentary Deliverable:

(a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and

(b) the Supplier shall then revise the draft Documentary Deliverable (incorporating the Authority's comments) and shall re-submit a revised draft of the relevant Documentary Deliverable to the Authority within ten (10) Working Days of the date of the Authority's notice of rejection.

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5 Assurance Success

5A Assurance Success (Approved without notations)

5A.1 If the Authority Approves a Documentary Deliverable without notations and it determines that a Documentary Deliverable meets all applicable Assurance Criteria as defined by the Documentary Product Description (that has been agreed by the Authority in accordance with Paragraph 4.2), the Authority shall notify the Supplier of Assurance Success (Approved without notations).

5A.2 Once Assurance Success (Approved without notations) has been Achieved, the title and version reference number of the Documentary Deliverable shall be recorded in the Documentary Deliverables Schedule and any changes to such Documentary Deliverable will need be carried out in accordance with the Change Control Procedure.

5B Assurance Success (Approved with notations)

5B.1 If, the Authority determines, that a Documentary Deliverable does not meet all applicable Assurance Criteria as defined by the Documentary Product Description (that has been agreed by the Authority in accordance with Paragraph 4.2), then the Authority may Approve the relevant Documentary Deliverable with notations (as an alternative to rejection of the Documentary Deliverable) and the Authority shall notify the Supplier of Assurance Success (Approved with notations) and:

(a) if the Documentary Deliverable forms part of a Key Milestone, the relevant Key Milestone shall be deemed to have not been Achieved;

(b) the Supplier shall provide a draft completion plan (the “Draft Completion Plan”) to the Authority within ten (10) days of the Authority providing notice to the Supplier of Assurance Success (Approved with notations), (setting out, for each Documentary Deliverable which the Authority has granted Assurance Success (Approved with notations):

(i) the actions to be completed by the Supplier to Achieve Assurance Success (Approved without notations) which, for the avoidance of doubt, shall require the Documentary Deliverable to meet all applicable Assurance Criteria as defined by the Documentary Product Description (that has been agreed by the Authority in accordance with Paragraph 4.2); and

(ii) the time-frame for completion by the Supplier of all such actions including a date (the “Completion Date”) for each Documentary Deliverable which is the subject of the Draft Completion Plan by which the Documentary Deliverable will have Achieved Assurance Success (Approved without notations);

(c) the Authority may make such amendments as it deems appropriate to (i)

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the actions in the Draft Completion Plan to be completed by the Supplier to achieve Assurance Success (Approved without notations), (ii) the Completion Dates proposed by the Supplier and (iii) other aspects of the Draft Completion Plan as the Authority, acting reasonably, requires to make the Draft Completion Plan satisfactory to the Authority and shall liaise with the Supplier as the Authority considers necessary. Once the Authority deems the Draft Completion Plan to be satisfactory it shall rename the document the "Completion Plan" and shall issue a copy of the Completion Plan to the Supplier. In the event that the Draft Completion Plan is not supplied, or is supplied but not in accordance with the provisions of this paragraph 5B.1 or the Authority's amendments, within ten (10) days of the Authority providing notice to the Supplier of Assurance Success (Approved with notations), (the Authority shall have the right to apply Delay Payments at the Delay Payment Rate from the Key Milestone Date until the earlier of the date on which the Draft Completion Plan is agreed or (ii) all relevant Documentary Deliverables have been granted Assurance Success (Approved without notations) by the Authority);

(d) if the Supplier does not meet all requirements of the Completion Plan in relation to any Documentary Deliverable which is the subject of the Completion Plan on or before the Completion Date for that Documentary Deliverable, then Delay Payments shall accrue at the Delay Payment Rate from (but excluding) that Completion Date until the expiry of the Delay Deduction Period or, if earlier than the expiry of the Delay Deduction Period, the later of:

(i) the date on which the Documentary Deliverable which triggered the Delay Payment achieves Assurance Success (Approved without notations); or

(ii) the date on which any other Documentary Deliverable which has missed its Completion Date achieves Assurance Success (Approved without notations);

and the provisions of Schedule 7.1 (Charges and Invoicing), Part B (Adjustments to the Charges and Risk Register), Paragraph 2.1(b) (Delay Payments) shall not apply;

(e) in the event that Delay Payments have been incurred but cease to apply under Paragraph 5B.1(iv), above, any subsequent failure to meet a Completion Date in respect of another Documentary Deliverable shall trigger Delay Payments, in accordance with the provisions of paragraph 5B.1(iv) and there shall be no limit on the number of times that Delay Payments may be triggered in respect of any Completion Plan save that:

(i) in no event shall the Supplier be liable on a daily basis for Delay Payments in an amount exceeding the Delay Payment Rate; and

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(ii) the total number of days' of Delay Payments accrued in respect of a Completion Plan shall not exceed the Delay Deduction Period;

(f) the Milestone shall not be capable of being deemed Achieved until the Supplier has amended all relevant Documentary Deliverables and the Authority has notified the Supplier of Assurance Success (Approved without notations) for each Documentary Deliverable.

(g) Delay Payments shall only accrue in relation to an Assurance Success (approved with notations) process in respect of a Key Milestone.

(h) Delay Payments shall not accrue during any period over which the Authority is late in returning Documentary Deliverables to the Supplier under the time-frames for review of Documentary Deliverables set out in the Completion Plan or, where not set out in the Completion Plan, as set out in the Agreement.

5B.2 Assurance Success (Approved with notations) shall not be deemed an Authority Cause, shall not give rise to Authority Cause, and shall be without prejudice to the Supplier's obligations and the Authority's rights and remedies under this Agreement. For the avoidance of doubt, where a Completion Plan delays the activities of any Other ESN Supplier, which in turn delay or otherwise negatively impact the Supplier, the Supplier shall not be entitled to claim an Authority Cause.

6 Assurance Failure

6.1 If all applicable Assurance Criteria are not met by the date specified in the Documentary Deliverable Schedule, and the Authority does not exercise its discretion to grant Assurance Success (Approved with notations), the Authority shall notify the Supplier of Assurance Failure and, without prejudice to the Authority's other rights and remedies, the Supplier shall comply with its obligations set out in Clause 27 (Rectification Plan Process).

7 Additional assurance procedures and documentation

7.1 The Authority reserves the right to request, and the Supplier shall promptly supply, any existing Supplier documentation relevant to the delivery of Testing, the Services or a Deliverable or the ESN Tested Services. The receipt of such documentation does not constitute acceptance by the Authority of the contents.

7.2 The Supplier shall include all such documentation described at Paragraph 7.1 above in the Documentary Deliverables Schedule.

7.3 The Supplier shall follow any additional detailed procedures that the Authority implements relating to how the Supplier shall submit/create Documentary Deliverables, unless the Supplier can demonstrate to the reasonable satisfaction of the Authority that the additional detailed procedures will have a material cost implication whereupon the matter will be resolved in accordance with Clause 29 (Remedial Adviser).

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7.4 The Parties shall ensure that there is alignment between the ESMCP Programme Test Strategy, the ESN Product Test Strategy, the Test Plans and the Supplier Test Policy. If there is any conflict, ambiguity or inconsistency between those documents then the following order of precedence shall apply:

7.4.1 ESMCP Programme Test Strategy;

7.4.2 ESN Product Test Strategy;

7.4.3 Test Plans; and

7.4.4 Supplier Test Policy.

PART B - PREPARATION AND AGREEMENT OF THE TEST PLANS, SUPPLIER TEST POLICY AND TEST STRATEGY

8 Introduction To The Test Plans, Supplier Test Policy and Test Strategy

8.1 The Test Plans shall be subject to the Assurance Procedures for Documentary Deliverables described in Part A of this Schedule.

9 Supplier Test Policy

9.1 The Supplier shall provide its then current Supplier Test Policy to the Authority on demand by the Authority.

9.2 The Supplier shall regularly review the Supplier Test Policy no less frequently than every six (6) months (commencing from the Effective Date) to ensure it remains current and consistent and notify the Authority of any material changes.

9.3 The Supplier Test Policy shall complement and align with the ESMCP Programme Test Strategy, the latter providing the framework for Testing and shall set out, without limitation, the approach, principles, processes, organisation, controls, and stakeholders, for the Testing of ESN Tested Services.

9.4 The Supplier shall require that all Sub-contractors implement at least equivalent controls to those set out in the Supplier Test Policy, unless such Sub-contractors are only providing existing COTS items. Where COTS items are customised in anyway by the Sub-contractor then equivalent controls to the Supplier Test Policy shall apply to such customisation. Exceptions to applying such controls to the customisation of COTS items are permissible, where appropriate, upon prior written agreement with the Authority on a case-by-case basis.

10 Preparation and Agreement of a Test Strategy and Test Plans

10.1 The Supplier and the Authority shall each identify a Test Manager for the purpose of working collaboratively, coordinating their respective responsibilities in the preparation and agreement of the ESN Products Test Strategies, Test Plan(s), and the preparation and undertaking of Tests, in each case in accordance with the ESMCP Programme Test

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Strategy. If a third party/Sub-contractor is involved in any Test(s) or assurance, they will also be asked to identify a Test Manager.

10.2 The Supplier shall support the Authority, and/or any third party that may be involved in the Test(s), regarding the preparation of the ESN Products Test Strategies and shall consult with the Authority and/or any third party that may be involved in the Test(s), regarding the preparation of the Test Plans. In particular, the Supplier shall consult with the Authority and any relevant third parties, regarding the acceptability of the proposed scope, duration and timing of the Test, proposed Test Events, proposed sources of Test Data, test environments and any proposed Authority and/or third party responsibilities in preparing for, monitoring or undertaking the Tests.

10.3 The Authority reserves the right to create and conduct its own Tests within the Test process, including developing associated Test specifications and directly managing such Tests and the Authority may consult with the Supplier with regard to such Tests. The Supplier shall take account of the Authority's requirements in this respect when preparing the Test Plan and shall allocate the necessary resources and time and include this scope within the Entry Criteria and Exit Criteria of the Test Event.

10.4 The Authority reserves the right to provide Test Data for use within a Test. The Supplier shall consider and comply with any of the Authority's reasonable requirements in this respect when preparing the Test Plan and allocate the necessary resources and time. The Supplier shall provide all other Test Data that is required to allow the Test to be performed, and shall ensure that such Test Data is both relevant and adequate for the purposes of the Tests for which it is being used. The Supplier (and the Authority where it has supplied the Test Data) shall ensure that the proposed sources and use of Test Data would cause neither the Supplier nor the Authority to breach any of its applicable obligations under the Data Protection Legislation. In particular, the Supplier shall not use any live data for Test purposes without the Authority's prior written consent.

10.5 The Supplier shall design the Test Plan(s) to ensure as far as is reasonably possible that the proposed Tests minimise any potential disruption to the Authority's business.

10.6 In planning any review of the Tests or Documentary Deliverables, the Authority and the Supplier shall consider and agree what third party involvement is appropriate. The Supplier shall accordingly consult such third parties regarding such planning.

11 Test Strategy

11.1 The Supplier shall:

11.1.1 support the Authority in the Authority's creation, delivery and maintenance of the ESMCP Programme Test Strategy;

11.1.2 in the ESMCP Programme Test Strategy, define and agree with the Authority, an approach to risk based testing that shall be applied to:

(a) ensure that functions that are agreed by the Parties to be less critical and lower

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risk are not excessively or repeatedly tested; and

(b) apply simpler test techniques to less critical and lower risk functions; and

(c) test against delivery of ESN Products via the Release Management Process, using the minimum required Deliverables to deliver the test activities to support ESN Product go live,

in each case in order to:

(i) mitigate risk;

(ii) support delivery on time;

(iii) provide that test prioritisation is based on joint test risk assessments; and

(iv) ensure that risk based testing is applied to the entire test lifecycle including and informed by testing that forms part of the product development process;

11.1.3 adopt a User centric approach and identify ways to introduce improved User Organisation collaboration, including:

(a) User Organisation involvement throughout the test delivery lifecycle;

(b) involvement in managed labs;

(c) assessing UAT earlier in the delivery lifecycle; and

(d) show and tell / witness and observing / demos, etc.;

11.1.4 apply a joint test strategy approach to include reporting methodology, an assurance process, tracking to the Release Management Process and relevant Milestones, considering:

(a) alignment to the Release Management Process;

(b) UAT/OAT completion; and

(c) ESN Product being ready for consumption; and

11.1.5 in conjunction with the Authority and User Organisations, assess the required level of SAT and Trials and Pilot Tests required to support each ESN Product launch (and where applicable, an iteration of it). The joint support needed and required involvement for SAT and Trials and Pilot Tests shall then be defined and agreed with all relevant ESN Suppliers in accordance with the Release Management Process.

11.2 The Supplier shall support the Authority in its creation, delivery and maintenance of the

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ESN Products Test Strategies.

11.3 Each ESN Product Test Strategy shall contain, as a minimum:

(a) the scope, objectives and assumptions of the Test in the form of a description of the applicable Service, ESN Deliverables, or ESN Tested Service from or change to any existing Service, ESN Tested Service, or outputs from an existing Service or ESN Tested Service;

(b) the Test methodology to be used by the Supplier and Sub-contractor(s), ensuring this is consistent with the ESMCP Programme Test Strategy;

(c) the Testing process and controls;

(d) the Testing lifecycle of the relevant ESN Tested Services, defining what Testing is to be undertaken and why, including at least:

(i) details of the different Test Events, including without limitation which parties are responsible for each Test Event;

(ii) the test types and techniques to be carried out by the Supplier;

(iii) generic Entry Criteria/Exit Criteria;

(iv) the Test Success Criteria for the relevant ESN Tested Service and/or ESN Deliverable or change to the relevant ESN Tested Service and/or ESN Deliverable, including any Test Issue Thresholds;

(v) typical ESN Tested Service and/or ESN Deliverable inputs and outputs;

(vi) the test environments;

(vii) Test Data strategy;

(viii) test tools strategy (use of stubs, simulators, automated test equipment, test management, test issues, etc.);

(ix) Test Issue management and strategy;

(x) Supplier test organisation;

(xi) test design inputs;

(xii) test deliverables;

(xiii) number of Working Days following successful completion of a Test Event within which any outstanding Test Issues will be resolved or an acceptable remediation plan is agreed with the Authority;

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(xiv) the overall Test period and the timing of key Test Events;

(xv) test management and details of how/when/what information will be reported to the Authority;

(xvi) test measurement and test process improvement;

(xvii) risk and issues;

(xviii) the role of, and any dependencies on, the Authority;

(xix) the role of, and any dependencies on any third party, including any Other ESN Supplier(s); and

(xx) how information will be communicated to the Authority.

12 Test Plans

12.1 The Supplier shall develop Test Plans in accordance with the Documentary Deliverables Schedule and Paragraph 12.2 and submit them for approval by the Authority in accordance with Part A of this Schedule and the Documentary Deliverables Schedule in Schedule 6.1 (Implementation Plan).

12.2 The Supplier shall develop Test Plans for each Test Event or part of a Test Event that it undertakes. Such Test Plans shall be provided to the Other ESN Suppliers to receive their input into such Test Plans. In the event of conflict between the Supplier and Other ESN Suppliers in respect of a Test Plan for a Test Event managed by the Supplier the Authority's decision shall be final.

12.3 Each Test Plan shall include as a minimum:

(a) the relevant Test definition and the purpose of the Test, the Milestone to which it relates, scope of Testing the requirements being tested and, for each Test, the specific Test Success Criteria to be satisfied;

(b) a detailed procedure for the Tests to be carried out:

(i) the timetable for the Tests, including start and end dates;

(ii) the Testing mechanism;

(iii) dates and methods by which the Authority can inspect Test results or witness the Tests in order to establish that the Test Success Criteria (as applicable) have been met;

(iv) test scripts (including a detailed procedure for the Test to be carried out); and

(v) specification of the required Test Data, including its source, scope, volume

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and management, a request (if applicable) for relevant Test Data to be provided by the Authority, and the extent to which it is equivalent to live data;

(c) test environment(s) to be provided and utilised;

(d) the mechanism for ensuring the quality, completeness and relevance of the Tests;

(e) the format and an example of Test Progress Reports and the process with which the Authority accesses daily Test schedules;

(f) the process which the Authority will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;

(g) the Test schedule;

(h) the re-Test procedure, the timetable and the resources which would be required for re-Testing;

(i) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue;

(j) Authority Requirements to be tested, and

(k) test resources.

PARTS C AND D - TESTING AND ASSURANCE PROCESS FOR ESN TESTED SERVICES

13 Introduction

13.1 Part C and D of this Schedule details the Testing carried out by the Supplier in respect of the ESN Tested Services and the assurance process carried out by the Authority in respect of such Testing.

13.2 The Testing and Assurance Process for ESN Tested Services are designed to demonstrate that:

(a) any new ESN Tested Service, or Change to an existing ESN Tested Service, meets the Authority Requirements;

(b) the new or changed ESN Tested Service does not have an adverse impact on the existing ESN Tested Services; and

(c) the new or changed ESN Tested Service does not have an adverse impact on business continuity or the Authority System.

13.3 The Testing and Assurance Process for ESN Tested Services cover the:

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(a) preparation and agreement of the Test Strategies and Test Plans - as set out in Part B;

(b) general and specific additional processes for testing ESN Tested Service - as set out in Paragraphs 14 and 15;

(c) planning, scoping, coordinating and managing of the Test Events including System Test, Integration Test and Performance Test - in each case as set out in Paragraph 16;

(d) not used;

(e) not used;

(f) supporting the planning, scoping, coordinating and management of the User Acceptance Test - as set out in Paragraph 16;

(g) planning, scoping, coordinating and managing of the Operational Acceptance Test - as set out in Paragraph 16;

(h) supporting the Trials (Service Acceptance Test); and

(i) supporting the Pilot Tests - as set out in Paragraph 18.

13.4 Not Used

13A Test Principles

13.5 **Testing approach**

(a) Without prejudice to its obligations in this Schedule 6.2, the Supplier shall:

(i) support the end-to-end testing of ESN Products including functional, non-functional and service management process testing;

(ii) be responsible for the testing of its elements of the ESN Product technology components and service management processes to an agreed standard and shall provide evidence of the same for assurance purposes;

(iii) comply with the ESMCP Programme Test Strategy and ESN Products Test Strategies and shall provide evidence of relevant outputs from activities undertaken in accordance with such strategies for assurance purposes;

(iv) provide Test Reports in accordance with the ESMCP Programme Test Strategy and ESN Product Test Strategies and the Authority's reporting requirements; and

(v) support the assurance testing of Other Suppliers' devices and/or

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applications in accordance with the Authority's ESN Technology Roadmap and ESN Product Strategies and Test Plans; and

(vi) use tools and processes for the end to end testing of the ESN Products to the point at which they are released which closely align to the tools and processes used by Other Suppliers. If it is not possible or practicable to use the tools and processes that align to those used by Other Suppliers, the Supplier shall work with the Authority to agree a suitable compromise and effective way of working to achieve the desired outcomes

(b) The Authority shall:

(i) subject to paragraph 11.1, develop, provide and maintain the ESMCP Programme Test Strategy;

(ii) co-ordinate the integration Test Issue process and act as Design Authority in respect of Test Issues arising from any disparity in the end to end design implementation, provided that the Supplier shall support this process and activities with the resources required; and

(iii) manage the User Organisations to ensure that the User Organisations' use of each ESN Product is aligned to the n and n-1 ESN Product support regime provided by the Supplier.

13.6 **Testing and Assurance**

Without prejudice to its testing obligations in this Schedule 6.2, the Supplier shall:

(a) co locate with all Other Suppliers' (including Sub-contractors and any relevant third party supplier determined by the Authority to be relevant to delivery of the ESN Products) and Authority's test teams for all joint integration testing at the location at which such testing is carried out.

(b) Not used

(c) work together with the Authority to identify opportunities for innovation and continuous improvement to drive increases in efficiency and productivity; and

(d) ensure its test delivery teams work jointly with the Authority and all Other Suppliers' as relevant (including Sub-contractors and any relevant third party supplier determined by the Authority to be relevant to delivery of the ESN Products), and allocate test and integration leads to work collaboratively together as one team to plan, design, execute, report and close issues, using a single defect management and triage process.

14 Execution of Testing Procedures for Services

14.1 The Supplier shall ensure that all personnel involved in the delivery of Testing under the

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Supplier Test Policy are suitably trained and qualified.

14.2 The following procedures shall apply to all Tests of relevant ESN Tested Services:

(a) the Supplier shall conduct the Test in accordance with their respective obligations under the Test Plan and the timescales specified therein;

(b) the Supplier shall provide the Authority with all reasonable necessary assistance and information in connection with the conduct of the Test;

(c) the Supplier shall undertake Tests in accordance with Good Industry Practice and any agreed methods, Standards and processes identified in this Agreement;

(d) where third parties are involved in a Test, the Supplier shall provide them with all reasonable assistance and information in connection with the conduct of that Test; and

(e) where the Supplier, in meeting its obligations under this Schedule, consults or otherwise directly works with one or more third parties, the Supplier shall provide the Authority with reasonable visibility of such interaction.

14.3 The Supplier shall make available to the Authority all information produced for the purposes of a Test. This shall include, but not be limited to:

(a) test approach;

(b) test specifications;

(c) Test Plans;

(d) Test Data;

(e) test scripts;

(f) expected results;

(g) actual results, including all Test Issue reports;

(h) Test Issue resolution plans;

(i) test environment configurations;

(j) configuration of elements passing through the Test (including which versions of what software and hardware are to be tested in each Test);

(k) details and configurations of any tools used, including automated Test tools;

(l) written confirmation that the Test have been conducted in accordance with the relevant security requirements from Schedule 2.4 (Security Management); and

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(m) Requirements Traceability Matrix.

14.4 The Supplier shall, during the conduct of any Tests, maintain an up-to-date record of all Test results, whether successful or unsuccessful, and shall provide the Authority with access to the Supplier's Test results.

14.5 The Supplier shall keep evidence of the Test results that failed and passed and should ensure all Tests are repeatable.

14.6 The Supplier will provide a copy of any Test Reports to the Authority for inspection by the Authority in accordance with the Test Plan. The US Supplier and MS Supplier acknowledge that if a Test Report and other test outputs including traces are provided with less than ten (10) Workings Days, the assurance process may be completed after the relevant Milestone Date and therefore there may be a delay to the issue of a “Milestone Achievement Certificate”.

14.7 The Supplier shall:

(a) on the date specified in the Test Plan for the commencement of the Test, perform the following, as may be required in the Test Plan and Part C and D of this Schedule:

(i) provide evidence that the Supplier has in place the necessary staff, accommodation, equipment, facilities and other resources to provide the new or changed ESN Tested Service and that the Entry Criteria have been met;

(ii) demonstrate to the Authority, by means of visits to the Supplier’s premises and/or those of third parties, interviews with any Supplier Personnel, inspection of equipment and facilities or other means, that the Supplier has in place the necessary personnel, accommodation, environments, equipment, facilities and other resources to provide the new or changed ESN Tested Service; and

(iii) undertake the Test, or activities required in connection with the Test, including, where required by the Test Plan, providing the new or changed ESN Tested Service to the Authority.

(b) provide reasonable and no less than seven (7) Working Days' notice to the Authority of Test commencement so that, if necessary, the Authority can arrange resources to witness the Test Event.

14.7A **Test Entry**

14.7A.1 The Supplier shall hold a formal Test Readiness Review to demonstrate to the Authority that all of the Entry Criteria have been successfully met and that the Supplier is ready to start testing. A formal written record of such review shall be provided to the Authority within two (2) days following completion of the review.

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14.7A.2 Prior to the Test Readiness Review the Supplier shall conduct such Testing as is necessary to ensure that the ESN Tested Service is ready for Testing, and shall demonstrate such readiness to the Authority (**"Smoke Testing"**).

14.7B **Test Exit**

14.7B.1 The Supplier shall hold formal Test Completion Reviews to demonstrate to the Authority that the Exit Criteria have been successfully completed and met. A formal written record of such review shall be provided within two (2) days following completion of the review to the Authority.

14.7B.1 In respect of all Tests undertaken by a Sub-contractor of the Supplier, the Authority, and, subject to the provisions of Clause 21 (Confidentiality), Other ESN Suppliers, shall have the right to have test witnesses attend and observe such Tests.

Test Issue Management

14.8 The Authority reserves the right to require the Supplier to provide the Authority with read access to the Supplier test management and Test Issue management tools, to provide the Authority with visibility during the Test Events. The Supplier shall take account of the Authority's Requirements in this respect when preparing the Test Plan.

14.9 **Not Used**

14.9.1 The Supplier's Tests Manager conducting the Tests shall document all Test Issues encountered during the Test, and shall categorise each issue as one of the following:

Severity	**Severity Definition**
Severity Level 1 Critical	The failure causes a system to crash, data loss or application failure such that it results in severe impact to one or more business processes, for which no satisfactory workaround exists.
Severity Level 2 High	The failure causes major impairment of one or more critical business functions, irrespective of whether a workaround exists; or the failure causes major impairment to one or more non- critical business functions for which a satisfactory workaround does not exist.
Severity Level 3 Medium	The failure causes minor impairment of one or more critical or non-critical business functions, irrespective of whether a workaround exists; or the failure causes a major impairment to one or more non-critical business functions for which a satisfactory workaround does exist.

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Severity Level 4 Low	The failure is a cosmetic inconvenience / annoyance such that it does not hinder a user's ability to carry out business functions or decrease their productivity.

14.9.2 Prior to the commencement of a Test Event, and subject to Paragraph 14.9.6, the Authority shall propose the Severity Level 3 and Severity Level 4 Test Issue Thresholds for that Test Event for agreement by the Supplier, which shall not be unreasonably withheld or delayed. Notwithstanding the Test Issue Thresholds agreed for that Test Event, the Supplier shall create, maintain and execute a plan for rectification of such Test Issues to mitigate a negative cumulative effect in the later Test Events and which shall be shared with the Authority on a weekly basis or, by exception, as otherwise reasonably requested by the Authority.

14.9.3 As part of the Testing of the ESN Tested Services the Supplier shall be responsible for setting up and maintaining a Test Issue Management Log and process. The Supplier shall use this Test Issue Management Log and process for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times until Transition is complete. The Supplier shall allow remote access to the Test Issue Management Log to such persons as the Authority may authorise from time to time to populate the consolidated Test Issue Management Log.

14.9.4 The Supplier shall be responsible for updating the Test Issue Management Log, in respect of the Test Events that it is managing, and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Authority on request in a format reasonably requested by the Authority.

14.9.5 Unless otherwise specified in the Test Plan, the Supplier shall run the Tests as defined by the relevant Test Plan and shall make available to the Authority within three (3) Working Days of the end of each Test Event the results report from all such Tests.

14.9.6 The Supplier shall ensure that the Test Issue Thresholds proposed for each Test Event shall be no greater than:

(a) zero (0) Severity Level 1 Test Issues;

(b) zero (0) Severity 2 Level Test Issues; and

(c) Severity Level 3 Test Issues and Severity Level 4 Test Issues at the tolerance levels as agreed pursuant to Paragraph 14.9.2 in respect of each Test Event.

14.10 The Supplier's Test Manager conducting the Tests shall propose the categorisation of each Test Issue to the Authority. Such Test Issues shall then be assessed and the categorisation agreed jointly by the Supplier and the Authority. The frequency at which the Supplier and the Authority shall convene to assess any such Test Issues shall be determined by the Parties at the beginning of each Test Event.

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14.11 The Supplier's Test Manager shall analyse and attempt to resolve each Test Issue according to the testing issue management and procedures set out in the ESMCP Programme Test Strategy.

14.12 A Test Event shall be recorded as successful if the number of Test Issues unresolved at the end of the relevant Test Event period does not exceed the agreed Test Issue Thresholds for that Test Event.

14.13 If, after undertaking all applicable Tests but before a Test Event was planned to finish, the number of unresolved issues is below the agreed Test Issue Threshold, the Authority may, after consulting with the Supplier, notify the Supplier in writing that the Test Event shall be successfully concluded at that point.

14.14 Not Used.

14.15 Where Test Issues remain unresolved at the end of any Test Event period, but the agreed Test Issue Threshold for that Test Event has not been exceeded, such Test Issues shall carry forward into the next applicable Test Event and if still unresolved count towards the Test Issue Thresholds in that next Test Event. The Supplier shall not be entitled to any relief for the carry forward of test issues caused by any Other ESN Supplier and the liability for such failure shall be determined in accordance with the Dispute Resolution Procedure.

14.16 As and when all relevant Test Events have been recorded as successful the Authority shall notify the Supplier of Assurance Success (ESN Tested Service) in accordance with Paragraph 19.

14.17 Where the Authority agrees to defer unresolved Test Issues at the completion of the Testing that may apply to a Milestone for any Material Test Issues or Test Issues Severity Level 3 and/or Severity Level 4 Test Issue that exceed the Test Issue Threshold, the Supplier shall provide to the Authority, for agreement, a Rectification Plan ~~of~~ setting out how and by when the Supplier will rectify all remaining unresolved Test Issues. The Milestone Achievement Certificate will not be issued until the Rectification Plan has been successfully implemented and all steps set out in such plan completed.

14.18 Where the Authority agrees to defer unresolved Test Issues at the completion of the Testing that may apply to a Milestone, for Test Issues at Severity Level 3 and/or Severity Level 4 where the Test Issue Threshold has not been exceeded the Supplier shall provide to the Authority, for agreement, a Completion Plan setting out how and by when the Supplier will rectify all remaining unresolved Test Issues. This Completion Plan must be agreed before any Milestone Achievement Certificate can be issued or Test Event can be considered to be complete and exited.

14.19 Where, at the completion of applicable Testing for a Milestone the Authority agrees to defer Test Issues which include Material Test Issues and Severity Level 3 and / or Severity Level 4 Test Issues which do not exceed the Test Issue Threshold the Parties shall follow the Rectification Plan Process provided that the remedies available to the Authority in respect of the Material Test Issue shall be those associated with a Rectification Plan and in respect

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of a Severity Level 3 and / or Severity Level 4 Test Issue shall be those associated with a Completion Plan.

15 Specific additional Testing procedures

15.1 Not Used

15.2 Not Used

15.3 Not Used

15.4 Not Used

15.5 Not Used

16 Test Events

16.1 If the Test Strategy or the Test Plan for a Test Event specifies that the Test Event shall require the assistance of Other ESN Suppliers, then unless specified to the contrary in the Test Plan or Test Strategy the Supplier shall be liable for the participation of the Other ESN Supplier in accordance with the Test Plan or Test Strategy.

16.2 The Supplier shall plan, scope, coordinate and manage System Test for the Tested Services, in accordance with the ESMCP Programme Test Strategy and the Supplier Test Plan(s) for the System Test elements of a Test Event.

16.3 The Supplier shall plan, scope, coordinate and manage Integration Test for the ESN Tested Services, in accordance with the ESMCP Programme Test Strategy and the Supplier Test Plan(s) for the Integration Test elements of a Test Event, supported by Other ESN Suppliers.

16.4 The Supplier shall:

(a) plan, scope, coordinate and manage Performance Tests which are specific to the Tested Services in accordance with the ESMCP Programme Test Strategy and the Supplier Test Plan(s) for the Performance Test elements of a Test Event; and

(b) plan, scope, coordinate and manage End-to-End Performance Tests for the ESN Tested Services in accordance with the ESMCP Programme Test Strategy and the Supplier Test Plan(s) for the Performance Test elements of a Test Event, supported by Other ESN Suppliers.

16.5 The Supplier shall support the Authority to plan, scope, coordinate and manage User Acceptance Test for the ESN Tested Services in accordance with the ESMCP Programme Test Strategy, the ESN Products Test Strategy and the Supplier Test Plan for the User Acceptance Test Event(s) supported by Other ESN Suppliers and User Organisations. The Authority will provide Users to undertake testing as specified in the Test Plan.

16.6 The Supplier shall plan, scope, coordinate and manage Operational Acceptance Test for

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the ESN Tested Services, in accordance with the ESMCP Programme Test Strategy and the Supplier Test Plan(s) for the Operational Acceptance Test Event(s) supported by Other ESN Suppliers.

17 Service Acceptance Test

17.1 As part of Service Acceptance Test, the Supplier shall support Trials that will allow Users to see key features demonstrated in large-scale tests and will consist of, without limitation, the following three elements:

(a) Trial Events (of the ESN Tested Service);

(b) Major Operational Trial of the ESN Tested Service; and

(c) Unplanned Operational Trial of the ESN Tested Service.

17.1.2 The Supplier shall engage with the Authority, User Organisations and Other ESN Suppliers to determine the scope of support to the Trials, in accordance with Annex 2, and shall document the required support, activities, tools and techniques in the Test Strategy. Such support shall include:

(a) Participation in Test Readiness Reviews for the Trials;

(b) Preparation and configuration of environments to support the Trials;

(c) Monitoring of the performance of the Tested Services during the Trials and recording of Operational data and Event Logs requested by the Authority;

(d) Resolution of Issues affecting the Tested Services during the Trials;

(e) Participation in Test Completion Reviews for the Trials; and

(f) Provision of an evaluation report for each Trial setting out the performance of the Tested Services during the Trial and any lessons learned.

18 Pilot Tests

18.1 The Supplier shall support the Pilot Tests.

18.2 The Supplier shall engage with the Authority, User Organisations and Other ESN Suppliers to determine the scope of the Pilot Tests as set out in Annex 2 and shall document the required support, activities, tools and techniques in the Programme Test Plans. Such support shall include:

(a) Participation in Test Readiness Reviews for the Pilot Tests;

(b) Preparation and configuration of environments to support the Pilot Tests;

(c) Monitoring of the performance of the Tested Services during the Pilot Tests and

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recording of Operational Data and Event Logs requested by the Authority;

(d) Resolution of Issues affecting the Tested Services during the Pilot Tests; and

(e) Participation in Test Completion Reviews for the Pilot Tests.

19 Assurance Success

19A Assurance Success (Approved without notations)

19.1 Following completion of all relevant Test Events for an ESN Product and/or ESN Tested Services in accordance with the Testing and Assurance Process for ESN Tested Services and the applicable Test Plan, if the Authority Approves all relevant Test Events and confirms that all applicable Test Success Criteria are met (noting that passing the Exit Criteria for each relevant Test Event does not deem the Test Success Criteria as being met), the Authority shall promptly notify the Supplier of Assurance Success (Approved without notations) (ESN Tested Service).

19.2 Where there are any issues outstanding at the point where all Test Success Criteria have been met, the Supplier shall resolve such issues in accordance with the timescale specified in the Test Plan.

19B Assurance Success (Approved with notations)

19.3 Following completion of all relevant Test Events for an ESN Product and/or ESN Tested Services, if an ESN Product or the ESN Tested Services (as applicable) does not meet all applicable Test Success Criteria as defined within the Test Plan(s) (that has been agreed by the Authority in accordance with paragraph 12), then the Authority may Approve the relevant ESN Tested Service with notations (as an alternative to Assurance Failure of the ESN Tested Service) and the Authority shall notify the Supplier of Assurance Success (Approved with notations) and:

(a) if the ESN Tested Service forms part of a Key Milestone, the relevant Key Milestone shall be deemed to have not been Achieved;

(b) the Supplier shall provide a draft completion plan (the “Draft Completion Plan”) to the Authority within ten (10) days of the Authority providing notice to the Supplier of Assurance Success (Approved with notations), setting out, for each ESN Tested Service which the Authority has granted Assurance Success (Approved with notations):

(i) the actions to be completed by the Supplier to Achieve Assurance Success (Approved without notations) which, for the avoidance of doubt, shall require the ESN Tested Service to meet all applicable Test Success Criteria as defined by the Test Plan (that has been agreed by the Authority in accordance with Paragraph 12); and

(ii) the time-frame for completion by the Supplier of all such actions including

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a date (the "Completion Date") for each ESN Tested Service which is the subject of the Draft Completion Plan by which the ESN Tested Service will have Achieved Assurance Success (Approved without notations);

(iii) not used;

(c) the Authority may make such amendments as it deems appropriate to (i) the actions in the Draft Completion Plan to be completed by the Supplier to achieve Assurance Success (Approved without notations) in accordance with the Test Success Criteria as defined by the Test Plan, (ii) the Completion Dates proposed by the Supplier and (iii) other aspects of the Draft Completion Plan as the Authority, acting reasonably, requires to make the Draft Completion Plan satisfactory to the Authority and shall liaise with the Supplier as the Authority considers necessary. The Authority shall complete its review as soon as reasonably practicable and in any event within ten (10) days. Once the Authority deems the Draft Completion Plan to be satisfactory it shall rename the document the "Completion Plan" and shall issue a copy of the Completion Plan to the Supplier.

(d) In the event that the Draft Completion Plan is not supplied, or is supplied but not in accordance with the provisions of Paragraph 19.3 iii, within ten (10) days of the Authority providing notice to the Supplier of Assurance Success (Approved with notations) or the Authority's amendments are not agreed within ten (10) days of being provided: (a) the Authority may require the Supplier to follow the Rectification Plan Process; and (b) the Authority shall have the right to apply Delay Payments at the Delay Payment Rate from the Key Milestone Date until the earlier of the date on which the Draft Completion Plan is agreed or all relevant Documentary Deliverables have been granted Assurance Success (Approved without notations) by the Authority);

(e) if the Supplier does not meet all requirements of the Completion Plan in relation to any ESN Tested Service which is the subject of the Completion Plan on or before the Completion Date for that ESN Tested Service, then:

(i) the Authority may require the Supplier to follow the Rectification Plan Process; and

(ii) Delay Payments shall accrue at the Delay Payment Rate from (but excluding) that Completion Date until the expiry of the Delay Deduction Period or, if earlier than the expiry of the Delay Deduction Period, the later of:

(f) the date on which the ESN Tested Service which triggered the Delay Payment achieves Assurance Success (Approved without notations); or

(g) the date on which any other ESN Tested Service which has missed its Completion Date achieves Assurance Success (Approved without notations);

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and the provisions of Schedule 7.1 (Charges and Invoicing), Part B (Adjustments to the Charges and Risk Register), Paragraph 2.1(b) (Delay Payments) shall not apply;

(h) in the event that Delay Payments have been incurred but cease to apply under Paragraph 19.3(iv), above, any subsequent failure to meet a Completion Date in respect of another ESN Tested Service shall trigger Delay Payments, in accordance with the provisions of Paragraph 19.3(iv) and there shall be no limit on the number of times that Delay Payments may be triggered in respect of any Completion Plan save that:

(i) in no event shall the Supplier be liable on a daily basis for Delay Payments in an amount exceeding the Delay Payment Rate; and

(ii) the total number of days' of Delay Payments accrued in respect of a Completion Plan shall not exceed the Delay Deduction Period;

(i) the Milestone shall not be capable of being deemed Achieved until the Authority has notified the Supplier of Assurance Success (Approved without notations) where the applicable Test Success Criteria are met.

(j) Delay Payments shall only accrue in relation to an Assurance Success (approved with notations) process in respect of a Key Milestone.

19.4 Assurance Success (Approved with notations) shall not be deemed an Authority Cause, shall not give rise to Authority Cause, and shall be without prejudice to the Supplier's obligations and the Authority's rights and remedies under this Agreement. For the avoidance of doubt, where a Completion Plan delays the activities of any Other ESN Supplier, which in turn delay or otherwise negatively impact the Supplier, the Supplier shall not be entitled to claim an Authority Cause.

20 Assurance Failure

20.1 Following completion of all relevant Test Events for an ESN Product and/or the ESN Tested Services in accordance with the Testing and Assurance Process for ESN Tested Services and the applicable Test Plan, if an ESN Product or the ESN Tested Services does not meet all applicable Test Success Criteria, the Authority shall promptly notify the Supplier of Assurance Failure and the reasons for such Assurance Failure.

20.2 Where there is an Assurance Failure, the Authority shall extend the Test Plan by such reasonable period or periods as the Authority and the Supplier may reasonably agree (provided always that such extension does not result nor is likely to result in the failure (in whole or in part) of the Supplier meeting any Milestone during the period in which the Supplier corrects the issues which caused the Assurance Failure and the Assurance Procedures shall also be re-performed).

20.3 If an Assurance Failure (or any proposed extension to the Test Plan following such Assurance Failure) results in or is likely to result in the failure (in whole or in part) by the Supplier to meet any Milestone, then without prejudice to the Authority's other rights and

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remedies, the Supplier shall comply with its obligations set out in Clause 27.1 (Rectification Plan Process).

20.4 Subject to Paragraph 20.5, the Authority and the Supplier shall each bear its own costs in respect of any Testing and Assurance Process.

20.5 Save to the extent where the Assurance Failure occurs during a period where Delay Payments are applicable or the Authority **[…. ✂ ….]** without prejudice to any other rights and remedies that it has under this Agreement, where there is an Assurance Failure due to Supplier Default the Supplier shall pay to the Authority on demand, any reasonable costs **[…. ✂ ….]** in further assurance, review or re-testing of the relevant ESN Deliverable which is required for the Test Success Criteria for that Deliverable to be satisfied. For the avoidance of doubt, for the provisions of this Paragraph 20.5 travel, expenses and resources, both internal and external and supported by a valid receipt, shall be deemed reasonable.

21 Issue Of Milestone Achievement Certificate

21.1 The Authority shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following each of the scenarios below as may apply to that Milestone provided that it is acknowledged that more than one scenario may apply to a Milestone:

(a) the date upon which all relevant Documentary Deliverables have Achieved Assurance Success (Approved without Notations) or, at the discretion of the Authority, have Achieved Assurance Success (Approved with Notations);

(b) the agreement by Authority of Test Reports in respect of all ESN Deliverables related to that Milestone which are due to be Tested in accordance with this Schedule;

(c) the agreement of a Rectification Completion Plan for any deferred Severity Level 3 and/or Severity Level 4 Test Issues agreed by the Authority which are below the Test Issue Threshold in accordance with the Completion Plan Process Paragraph 14.17;

(d) the successful implementation by the Supplier of a Rectification Plan for any Material Test Issues or Severity Level 3 and/or Severity Level 4 Test Issues which exceed the Test Issue Threshold; and

(e) the performance by the Supplier to the reasonable satisfaction of the Authority of any other tasks identified in the Implementation Plan as associated with that Milestone (which may include the submission of a ESN Deliverable that is not due to be Tested, such as the production of Documentation).

21.2 The grant of a Milestone Achievement Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 7.1 (Charges and Invoicing).

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21.3 If a Milestone is not Achieved, the Authority shall promptly issue a report to the Supplier setting out:

(a) the applicable Test Issues; and

(b) any other reasons for the relevant Milestone not being Achieved.

21.4 If there are Test Issues but these do not exceed the Test Issue Threshold, then provided there are no Material Test Issues and a Rectification Completion Plan has been agreed by the Authority and the Supplier for any deferred Test Issues, the Authority shall issue a Milestone Achievement Certificate.

21.5 If there is one or more Material Test Issue(s), the Authority shall refuse to issue a Milestone Achievement Certificate and, without prejudice to the Authority's other rights and remedies, such failure shall constitute a Notifiable Default for the purposes of Clause 27 (Rectification Plan Process).

21.6 If there are Test Issues which exceed the Test Issue Threshold but there are no Material Test Issues, the Authority may at its discretion (without waiving any rights in relation to the other options) choose to follow either issue a Milestone Achievement Certificate conditional on the remediation of Completion Plan Process or the Test Issues in accordance with an agreed Rectification Plan provided that Process:

(a) any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Authority agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Authority within ten (10) Working Days of receipt of the Authority's report pursuant to Paragraph 21.3); and

(b) where the Authority issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

21.7 Milestones are detailed in Schedule 6.1 (Implementation Plan).

22 Suspension

Where the Authority believes that the Supplier or any Other ESN Supplier has failed or is likely to fail to meet its obligations under an ESN Product Test Strategy or Test Plan, the Authority may treat the failure as a Step-In Trigger Event and the provisions of Clause 30 (Step-In) will apply.

PART E - TEST PROCESS MEASUREMENT AND TEST PROCESS IMPROVEMENT

23 Test Process Measurement and Test Process Improvement

23.1 Throughout each of the Test lifecycle stage, in line with the Supplier Test Policy, the Supplier shall record and make available to the Authority all necessary measurements, lessons learned logs and other sources as applicable to support the measurement of Tests

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and improvement of Tests.

23.2 On an on-going basis, the Supplier shall review measurements of tests, lessons learned logs and other sources as applicable for the purposes of confirming performance and to identify potential Supplier improvements.

23.3 No less frequently than on a six-monthly basis from the Effective Date the Supplier shall meet with the Authority to discuss potential Supplier-specific test process improvements, presenting Supplier-specific test process improvement achievements in the period, as well as setting out a roadmap of future improvements.

23.4 The Supplier shall participate in each Authority six-monthly end-to-end test process improvement review meeting comprising all relevant Parties as specified by the Authority, contributing to the discussion of each potential end-to-end test process improvement tabled. The purpose of the review is to record test process improvement achievements in the period and to identify improvements for inclusion in the end-to-end test process improvement roadmap.

23.5 The Supplier shall implement agreed test process improvements, updating the Supplier Test Policy and supporting Test Products and Test processes accordingly.

23.6 No later than four (4) weeks prior to the end of each Authority financial year, the Supplier shall provide to the Authority an assessment report of the maturity of its Test Processes, against the model set out in the Supplier Test Policy. The assessment report shall also set out any plans to improve or increase test process maturity, even where this exceeds the Authority's requirements, for agreement with the Authority.

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ANNEX 1: Milestone Achievement Certificate

To: [NAME OF SUPPLIER] FROM: [NAME OF AUTHORITY]
[Date] Dear Sirs,
MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: [insert description of Milestone]

We refer to the agreement (the “Agreement”) relating to the provision of the Services between the [name of Authority] (the “Authority”) and [name of Supplier] (the “Supplier”) dated [date].

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions) or Schedule 6.2 (Testing Procedures) of the Agreement.

[We confirm that all the Deliverables relating to Milestone [number] have been tested successfully in accordance with the Test Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]*

OR

[This Milestone Achievement Certificate is granted pursuant to Paragraph 6 of Schedule 6.2 (Testing Procedures) of the Agreement on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Schedule 7.1 (Charges and Invoicing)]*

*delete as appropriate Yours faithfully [Name]
[Position]

acting on behalf of [Authority]

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ANNEX 2: Trials and Pilots

1 Trial Events

1.1 Trial Events are intended to allow Users to functionally test the network. It is anticipated that a Trial Event will focus on key functionality such as: end-to-end service performance, handover (including between the MS Supplier and the ES Suppliers), quality of service, service availability, service continuity and public safety functionality, although this list is not exhaustive. The Test Plan will detail features and functionality to be tested.

1.2 The Authority intends that Trial Events shall consist of a Trials 'roadshow' (as described in Paragraph 1.1.3 below and Trials during 2 major 3ES exercises (Trials exercises) and a small number of operational stress trials. Ground to Air capability will be trialed in at least one of the Trial Events.

1.3 A Trials roadshow shall or shall comprise:

(a) up to one per Transition Group in locations around the UK, as directed by the Authority;

(b) not used;

(c) typically 1 week in duration (circa 3 weeks for London) in each of designated locations;

(d) capable of including up to 100 Users per Trial Event (circa 300 for London);

(e) include a variety of User Devices and a small fleet of ESN vehicle 'demonstrators'.

1.4 Trials Exercises are to be conducted during up to two major 3ES exercises as directed by the Authority. The major 3ES exercises are anticipated as:

(a) A Fire and Rescue Service training exercise; and

(b) another 3ES training exercise

1.5 Trials Events will be managed and delivered by the Authority and supported by ESN Suppliers and 3ES personnel.

(a) Vehicles required for the Trial Events will be acquired by the Authority as needed

(b) Devices and ancillaries for Trial Events (circa 150) are to be provided by the US Supplier

1.6 Service costs will be paid for by the US Supplier and airtime costs will be paid for by the MS Supplier as part of the Test Requirement, at no additional cost to the Authority.

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2 Major Operational Trials

2.1 Major Operational Trials will be required to demonstrate the ability of the network to deliver Emergency Services traffic at times when the network is congested with public traffic. It is obviously imperative to Users that they can rely on communications when the network is busy. To accurately measure network performance, the Suppliers will need to provide increased system monitoring and logging that will be agreed in the Test Plan.

2.2 Possible events for the Major Operational Trials have been identified are contained within Table 1 below, alongside the expected number of Users. At least one trial will be conducted in [….✂….] and [….✂….], [….✂…..].

Table 1: Possible events for Major Operational Trial

Item	Event	Date	Location	Estimated No. of Users
1	[….✂….]	[….✂….]	[….✂….]	[….✂….]
2	[….✂….]	[….✂….]	[….✂….]	[….✂….]
3	[….✂….]	[….✂….]	[….✂….]	[….✂….]
4	[….✂….]	[….✂….]	[….✂….]	[….✂….]
5	[….✂….]	[….✂….]	[….✂….]	[….✂….]
6	[….✂….]	[….✂….]	[….✂….]	[….✂….]

2.3 Devices, vehicles fits and other equipment required for Major Operational Trials will be acquired by the Authority as needed.

2.4 Service costs will be paid for by the US Supplier and airtime costs will be paid for by the MS Supplier as part of the Test Requirement, at no additional cost to the Authority.

3 Unplanned Operational Trial

3.1 To allow the Suppliers' response to an unplanned need for incremental coverage or capacity to be tested, the Programme requires an Unplanned Operational Trial. This will be targeted at testing the response to the need to deploy additional infrastructure. The suppliers will be provided with a time window, to be defined, during which a simulated emergency scenario will be put in action, at a location to be notified at some point during that time window.

3.2 This Trial will need to accommodate up to a maximum of 100 Users per service. It is expected to last for at least 24 hours (of live operation). The ESN Tested Service will need to be integrated with user services and platforms for this duration.

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4 Pilot Tests

4.1 Pilot Tests are required to allow Users to test revised operational and business processes driven by the move to ESN on the live system. Their primary aim will be to test the effectiveness of the training and communication plans, as well as identifying any issues with logistical aspects and integration with user's networks or service platforms.

4.2 User Organisations will provide significant input into the scoping, operation and evaluation of these Pilots and will provide test devices. As these are to be operational pilots, it will also be necessary to demonstrate interoperability with legacy networks and Users' communications infrastructure.

4.3 It is anticipated that each User Organisation will conduct at least one Pilot Test prior to the start of its migration. Multi-agency Pilots will also be required, with representation from User Organisations that have to cooperate in a geographic area as part of standard operations, to test interworking and interoperability between organisations. This is likely to be limited to representatives of Police, Fire and Ambulance Services.

4.4 It is anticipated that both the single agency and multi-agency Pilots Tests will require completion to support Group Transition Entry Criteria. One Transition Group Pilot will be nominated by the Authority as a Transition Commencement Criteria (see Paragraph 11.1(f) of Schedule 6.1).

4.5 The size of Pilots will vary significantly between User Organisations. Small User Organisations will involve a handful of devices and be run over one (1) week, for very large User Organisations Pilots may involve 100s of Users and be spread over several months. The ESN Tested Service will need to be integrated with user services and platforms for this duration.

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ANNEX 3 - Not Used

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