

COMPUTER BASED TESTING SERVICES

CALL-OFF CONTRACT

SCHEDULE 6.2

TESTING PROCEDURES

DEFINITIONS

"Expedited Dispute Timetable"

"Material Test Issue"	a Test Issue designated severity levels of 0, 1 or 2, the criteria for which are set out in paragraph 9.1 of schedule 6.2 (Testing Procedures);
"Milestone Achievement Certificate"	the certificate materially in the form of the document contained in Appendix B to schedule 6.2 (Testing Procedures) granted by the Customer Authority when the Contractor has Achieved a Milestone;
"Quality Assurance Review"	an inspection of the Contractor's implementation of the Services to ensure the adherence to the Standards;
"Quality Manager"	the Contractor's representative responsible for ensuring that the Contractor adheres to the Quality Plan;
"Test Certificate"	the certificate materially in the form of the document contained in Appendix A to schedule 6.2 (Testing Procedures) issued by the Customer Authority when a Deliverable has satisfied its relevant Test Success Criteria satisfactorily;
"Test Issue"	any variance or non-conformity of a Deliverable from its requirements as set out in the relevant Test Success Criteria;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in paragraph 9.2 of schedule 6.2 (Testing Procedures);
"Test Plan"	a plan for the Testing of Deliverables and other agreed criteria related to the achievement of Milestones as described further in paragraph 5 of schedule 6.2 (Testing Procedures);
"Test Report"	a report setting out the results of any Tests which shall include without limitation the information set out in paragraph 8.5 of schedule 6.2 (Testing Procedure);
"Test Specification"	the specification that sets out how Tests will demonstrate that

the Test Success Criteria have been satisfied, as described in more detail in paragraph 6 of schedule 6.2 (Testing Procedure);

"Test Strategy"

a strategy for the conduct of Testing as described further in paragraph 4 of schedule 6.2 (Testing Procedure);

"Test Witness"

any person appointed by the Customer Authority pursuant to paragraph 10.1 of schedule 6.2 (Testing Procedure);

1. INTRODUCTION

- 1.1 This schedule sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Success Criteria, Test Strategy, Test Plans and Test Specifications.
- 1.2 The Customer Authority will issue a Test Certificate when a Deliverable satisfies the Test Success Criteria for the Tests related to that Deliverable. The Customer Authority will grant a Milestone Achievement Certificate when all Tests relating to a Milestone have been completed and, subject to clause 6.2 (Delays Due to Contractor Default), the Customer Authority have issued Test Certificates in respect of all of the Tests relating to that Milestone.

2. RISK

- 2.1 The issue of a Test Certificate shall not operate to transfer any risk that the Deliverable will meet and/or satisfy the Customer Authority' requirements for that Deliverable. The grant of a Milestone Achievement Certificate shall not operate to transfer any risk that the Milestone is complete or that it will satisfy the Customer Authority' requirements for that Milestone. The grant of a Milestone Achievement Certificate in respect of Authority to Proceed shall not operate to transfer any risk that the Contractor System or the Services will meet and/or satisfy the Customer Authority's requirements for the Services.
- 2.2 Consequently, the grant of a Test Certificate and/or Milestone Achievement Certificate shall not affect the Customer Authority's right subsequently to reject:
 - 2.2.1 all or any element of the Deliverables to which a Test Certificate relates; or
 - 2.2.2 any Milestone to which the Milestone Achievement Certificate relates.

3. TESTING OVERVIEW

- 3.1 Subject to clause 13, all Tests conducted by the Contractor shall be conducted in accordance with the Test Strategy, the Test Plans and the Test Specifications.
- 3.2 The Contractor shall not submit any Deliverables for Testing:
 - 3.2.1 unless it is reasonably confident that they will satisfy successfully the relevant Test Success Criteria and until the Customer Authority have issued a Test Certificate in respect of any prior, dependant Deliverables;

- 3.2.2 until the parties have agreed the Test Plan and the Test Specification relating to those Deliverables; and
- 3.2.3 unless it has provided the Customer Authority with at least 10 Working Days notice in writing certifying that the relevant Deliverable is ready for Testing.
- 3.3 The Contractor shall use reasonable endeavours to submit a Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Milestone.
- 3.4 Prior to the issue of a Test Certificate, the Customer Authority shall be entitled to review the relevant Test Reports and the Test Issue Management Log.
- 3.5 The provisions of clause 4 (Testing), clause 5 (Implementation Delays - General Provisions), clause 6 (Delays due to Contractor Default), clause 7 (Delays to Milestones due to Customer Authority's Cause) and clause 8 (Delays not due to one Party) shall apply to Testing.
- 3.6 Any disputes between the Customer Authority and the Contractor regarding this Testing shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.
- 3.7 The Customer Authority shall issue Test Certificates and grant Milestone Achievement Certificates without unreasonable delay.

4. TEST STRATEGY

- 4.1 The Contractor shall develop the final Test Strategy as soon as practicable but in any case no later than 90 Working Days (or such other period as the parties may agree) after the Effective Date.
- 4.2 The final Test Strategy shall include:
 - 4.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 4.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 4.2.3 the method for mapping the expected Test results to the Test Success Criteria;

- 4.2.4 the procedure to be followed should a Deliverable fail to satisfy the Test Success Criteria or to produce unexpected results, including a procedure for the resolution of Test Issues;
- 4.2.5 the procedure to be followed to sign off each Test;
- 4.2.6 the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan to resolve Test Issues;
- 4.2.7 the names and contact details of the Customer Authority and the Contractor's Test representatives;
- 4.2.8 a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Customer Authority and/or third party involvement in the conduct of the Tests;
- 4.2.9 the technical environments required to support the Tests; and
- 4.2.10 the procedure for managing the configuration of the Test environments.

5. TEST PLANS

- 5.1 The Contractor shall develop Test Plans for the approval of the Customer Authority as soon as practicable but in any case no later than 60 Working Days (or such other period as the parties may agree in the Test Strategy or otherwise) prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 5.2 Each Test Plan shall include as a minimum:
 - 5.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be met;
 - 5.2.2 a detailed procedure for the Tests to be carried out, including:
 - 5.2.2.1 the timetable for the Tests including start and end dates;
 - 5.2.2.2 the Testing mechanism;

- 5.2.2.3 dates and methods by which the Customer Authority can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
 - 5.2.2.4 the mechanism for ensuring the quality, completeness and relevance of the Tests;
 - 5.2.2.5 the format and an example of Test progress reports and the process with which the Customer Authority accesses daily Test schedules;
 - 5.2.2.6 the process with which the Customer Authority will review Test Issues and progress on a timely basis;
 - 5.2.2.7 the Test schedule;
 - 5.2.2.8 the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
 - 5.2.2.9 the decision making process for escalation from a re-test situation to specific remedial action to resolve the problem / Test Issue.
- 5.3 The Customer Authority shall not unreasonably withhold or delay their approval of the Test Plans and the Contractor shall implement any reasonable requirements of the Customer Authority in the Test Plans.

6. TEST SUCCESS CRITERIA

The Test Success Criteria for the Milestone Achievement Certificates have been agreed by the parties prior to the Effective Date and are set out in Appendix 7 (Testing Procedures) of Schedule 18 (Call-Off Form) of the Framework Agreement.

7. TEST SPECIFICATIONS

- 7.1 Following approval of a Test Plan, the Contractor shall develop the Test Specification for the relevant Deliverables for the approval of the Customer Authority as soon as reasonably practicable and in any event at least 20 Working Days (or such other period as the parties may agree in the Test Strategy or otherwise) prior to the start of the relevant Testing as specified in the Implementation Plan.
- 7.2 Each Test Specification shall include as a minimum:

- 7.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Customer Authority and the extent to which it is equivalent to live operational data;
- 7.2.2 a plan to make the resources available for Testing;
- 7.2.3 Test scripts;
- 7.2.4 Test pre-requisites and the mechanism for measuring them; and
- 7.2.5 expected Test results, including:
 - 7.2.5.1 a mechanism to be used to capture and record Test results; and
 - 7.2.5.2 a method to process the Test results to establish their content.
- 7.3 The Customer Authority shall not unreasonably withhold or delay their approval of the Test Specification and the Contractor shall implement any reasonable requirements of the Customer Authority in the Test Specification.

8. TESTING

- 8.1 Before submitting any Deliverables for Testing the Contractor shall subject the relevant Deliverables to its own internal quality control measures.
- 8.2 The Contractor shall manage the progress of Testing in accordance with the relevant Test Plan and it shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test witnesses in accordance with paragraph 10 (Test Witnessing).
- 8.3 The Contractor shall notify the Customer Authority at least 10 Working Days (or such other period as the parties may agree) in advance of the date, time and location of the relevant Tests and the Customer Authority shall ensure that the Test Witnesses attend the Tests, except where the Customer Authority have specified in writing that such attendance is not necessary.
- 8.4 The Customer Authority may raise and close Test Issues during the Test witnessing process.
- 8.5 Not less than 2 Working Days (or such other period as the parties may agree) prior to the date on which any Tests are planned to end the Contractor will provide the

Customer Authority with a draft Test Report and on completion of the Testing the Contractor will provide the Customer Authority with the final Test Report. Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

- 8.5.1 an overview of the Testing conducted;
 - 8.5.2 identification of the relevant Test Success Criteria that have been satisfied;
 - 8.5.3 identification of the relevant Test Criteria that have not been satisfied together with the Contractor's explanation of why those criteria have not been met;
 - 8.5.4 the Tests that were not completed together with the Contractor's explanation of why those Tests were not completed;
 - 8.5.5 the Test Success Criteria that passed, failed or which were not tested, and any other relevant categories, in each case grouped by severity level in accordance with paragraph 9.1 (Test Issues);
 - 8.5.6 the specification for any hardware and software used throughout the Testing and any changes that were applied to that hardware and/or software during the Testing; and
- 8.6 In the event that a Deliverable does not meet the relevant Test Success Criteria the Test Report shall constitute a Non-Conformance Report for the purposes of clause 6.1 (Delays Due to Contractor Default).

9. TEST ISSUES

- 9.1 Where a Test Report identifies a Test Issue, the parties shall agree the classification of the Test Issue using the criteria set out in Appendix 7 (Testing Procedures) of Schedule 18 (Call-Off Form) of the Framework Agreement.
- 9.2 The Test Issue Management Log shall log Test Issues to reflect the severity classifications allocated to each Test Issue pursuant to paragraph 9.1.
- 9.3 The Contractor shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Contractor shall make the Test Issue Management Log available to the Customer Authority upon request.

- 9.4 The Customer Authority's Representative shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Contractor. If the parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

10. TEST WITNESSING

- 10.1 The Customer Authority may, in their sole discretion, require the attendance at any Test of one or more witnesses. Witnesses will be selected by the Customer Authority, each of whom will have appropriate skills to fulfil the role of a Test witness.
- 10.2 The Contractor shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 10.3 The Test Witnesses will actively review the Test documentation and will attend and engage in the performance of the Tests on behalf of the Customer Authority so as to enable the Customer Authority to gain an informed view of whether a Test Issue may be closed or whether the relevant Component should be re-Tested.
- 10.4 The Test Witnesses will be required to verify that the Contractor conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification.
- 10.5 The Test Witnesses may produce and deliver their own, independent reports on Testing, which may be used by the Customer Authority to assess whether the Tests have been Achieved.
- 10.6 The Test Witnesses may raise Test Issues on the Test Issue Management Log in respect of any Testing.
- 10.7 The Test Witnesses may require the Contractor to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

11. TEST QUALITY AUDIT

- 11.1 Without prejudice to its rights pursuant to clause 24 (Audits), the Customer Authority may perform on-going quality audits in respect of any part of the Testing (each a "Testing Quality Audit") subject to the provisions set out in the agreed Quality Plan.

- 11.2 The focus of the Testing Quality Audits will be on:
- 11.2.1 adherence to an agreed methodology;
 - 11.2.2 adherence to the agreed Testing process;
 - 11.2.3 adherence to the Quality Plan;
 - 11.2.4 review of status and key development issues; and
 - 11.2.5 identification of key risk areas.
- 11.3 The Contractor shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 11.4 The Customer Authority will give the Contractor at least 10 Working Days' written notice of the Customer Authority's intention to undertake a Testing Quality Audit and the Contractor may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Contractor's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Customer Authority will materially and adversely impact the Implementation Plan.
- 11.5 A Testing Quality Audit may involve document reviews, interviews with the Contractor personnel involved in or monitoring the activities being undertaken pursuant to this schedule, the Customer Authority witnessing Tests and demonstrations of the Deliverables to the Customer Authority. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Contractor and the Customer Authority on a case by case basis not to be unreasonably withheld or delayed. The Contractor shall provide all reasonable necessary assistance and access to all relevant documentation required by the Customer Authority to enable it to carry out the Testing Quality Audit.
- 11.6 If the Testing Quality Audit gives the Customer Authority concern in respect of the Testing Procedures or any Test, the Customer Authority will discuss the outcome of the Testing Quality Audit with the Contractor, giving the Contractor the opportunity to provide feedback in relation to specific activities, and subsequently prepare a written report for the Contractor detailing the same to which the Contractor shall, within a reasonable timeframe, respond in writing.
- 11.7 In the event of an inadequate response to the written report from the Contractor, the Customer Authority (acting reasonably) may withhold a Test Certificate (and

consequently delay the grant of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Customer Authority.

12. OUTCOME OF TESTING

- 12.1 Deliverables will complete Testing and a Test Certificate shall be issued when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 12.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then:
 - 12.2.1 the Contractor shall rectify the cause of the failure and re-submit the Deliverables (or the relevant part) to Testing, provided that the parties agree that there is sufficient time for that action prior to the relevant Milestone Date; or
 - 12.2.2 the parties shall treat the failure as a Contractor Default.
- 12.3 When the Customer Authority have issued Test Certificates and/or conditional Test Certificates in respect of all the Deliverables related to a Milestone it will also grant a Milestone Achievement Certificate.

13. FAST TRACK TESTING

- 13.1 In relation to any Deliverables that do not relate to Software:
 - 13.1.1 the Customer Authority may give notice to the Contractor specifying that certain parts of this Schedule 6.2 as it shall determine in its reasonable discretion shall not apply;
 - 13.1.2 where the Contractor reasonably believes that the requirements of this Schedule 6.2 are unduly onerous on the Contractor, the Contractor may give notice in writing to the Authority specifying, with reasons, the relevant Deliverables and the parts of this Schedule 6.2 that it believes should not apply to those Deliverables, and requesting that the Customer Authority exercise their rights pursuant to clause 13.1.1. The Customer Authority shall not reject any request made in accordance with this clause 13.1.2 unreasonably.

- 13.2 For the avoidance of doubt, where the Customer Authority have issued a notice in accordance with clause 13.1.1, the Contractor shall not be required to comply with those parts of Schedule 6.2 specified in the notice in respect of the Deliverables in relation to which the notice was issued.

APPENDIX A

Test Certificate

To: [CONTRACTOR]

FROM: [AUTHORITY]

[Date]

Dear Sirs,

TEST CERTIFICATE

Deliverables: *[insert description of Deliverables]*

We refer to the Contract ("**Contract**") relating to the provision of the [] Services between the [Customer Authority] ("**Customer Authority**") and ("**Contractor**") dated [].

The definitions for terms capitalised in this certificate are set out in schedule 1 (Definitions) to the Contract.

[We confirm that the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

OR

[This Test Certificate is issued pursuant to clause 6.2.1 of the Contract (Delays Due to Contractor Default) on the condition that any Test Issues are remedied in accordance with the Correction Plan attached to this certificate.]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of [Customer Authority]

APPENDIX B

Milestone Achievement Certificate

To: [CONTRACTOR]

FROM: [AUTHORITY]

[Date]

Dear Sirs,

MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: *[insert description of Milestone]*

We refer to the Contract ("**Contract**") relating to the provision of the [] Services between the [Customer Authority] ("**Customer Authority**") and ("**Contractor**") dated [].

The definitions for terms capitalised in this certificate are set out in schedule 1 (Definitions) to the Contract.

[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 clause 6.2.1 of the Contract (Delays Due to Contractor Default) on the condition that any Test Issues are remedied in accordance with the Correction Plan attached to this certificate.]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]
acting on behalf of [Customer Authority]