SCHEDULE 13: IMPLEMENTATION PLAN

Schedule 13 (*Implementation Plan*)

1 INTRODUCTION

1.1 This Schedule:

(a) defines the process for the implementation of the Outline Implementation Plan and preparation and implementation of the Detailed Implementation Plan and relates to the implementation of the Supplier's Solution; and

(b) identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments in accordance with Paragraph 1 of Part B of Schedule 15 (*Charges and Invoicing*).

2 REQUIREMENTS

2.1 The Supplier shall ensure that it Achieves each Milestone by the appropriate Milestone Date.

2.2 The Supplier shall implement the Operational Services in accordance with the Outline Implementation Plan and the relevant parts of the Supplier Solution until such time as the Outline Implementation plan is replaced by the Detailed Implementation Plan developed in accordance with Paragraph 5 (*Approval of the Detailed Implementation Plan*) of this Schedule and, from such time, the Supplier shall implement the Operational Services in accordance with the Detailed Implementation Plan and the relevant parts of the Supplier Solution.

2.3 Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Supplier in writing as not requiring approval, any amendments to the Implementation Plans shall be subject to the Change Control Procedure provided that:

(a) the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except where as a result of Authority Cause);

(b) subject to Paragraph 6 of Part C of Schedule 15 (*Charges and Invoicing*), the Supplier shall not attempt to charge for Changes to the Implementation Plan; and

(c) any amendments to elements of the Detailed Implementation Plan which were (prior to such amendment) based on the contents of the Outline Implementation Plan shall be deemed to be material amendments.

2.4 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Authority.

2.5 The Supplier shall ensure that the Implementation Plans:

(a) meets the Services Description and addresses all other Supplier responsibilities detailed in the Contract;

(b) includes the tasks and associated timescales for meeting the requirements in Schedule 14 *(Testing Procedures)*;

(c) complies with the requirements in Schedule 4 (*Standards*) and Schedule 5 (*Security Management*);

(d) includes the components outlined within this Schedule and including the Milestones and Milestone Dates;

(e) is written clearly and in such a way that it can be used by the Authority to manage and support Implementation; and

(f) where diagrams, charts and plans are used, they have been labelled and supported with sufficient textual description by the Supplier.

2.6 The Supplier shall ensure that the Implementation Plan is consistent with:

(a) the handover arrangements agreed by the Authority with the Outgoing Service Provider to the extent that the Authority has provided such details to the Supplier; and

(b) the Overarching Project Implementation Plan as made available to the Supplier from time to time.

2.7 The Supplier acknowledges and agrees that the FMS Supplier is acting as a service integrator and as such:

(a) the Supplier shall comply with reasonable instructions of the FMS Supplier as provided to the Supplier from time to time;

(b) the Supplier shall provide the FMS Supplier with such reasonable assistance as the FMS Supplier may require to enable the Overarching Project Implementation Plan to be developed and implemented; and

(c) without prejudice to any other rights or remedies of the Authority, the Authority may appoint the FMS Supplier to perform any of the roles or obligations of the Authority as set out in this Schedule 13 (*Implementation Plan*).

2.8 The Supplier shall perform its obligations set out in this Schedule 13 (*Implementation Plan*) to ensure the successful execution of the Implementation Plan.

2.9 The Supplier shall appoint, for the entire duration of that the period in which the Implementation Plans are delivered (**"Implementation Phase"**), a programme manager (the **"Supplier Implementation Manager"**) who will be accountable for successful delivery of the Implementation Plan.

2.10 The Supplier Implementation Manager shall be considered Key Personnel during the Implementation Phase.

2.11 The Supplier's progression through the Implementation Phase shall be tracked:

(a) in accordance with Paragraph 7; and

(b) by the appropriate governance forum as set out in Schedule 21 (*Governance*),

against the Milestones.

3 SCOPE OF THE IMPLEMENTATION PLAN

3.1 The Supplier shall ensure that the Implementation Plan includes all details of the activities that shall be undertaken by the Supplier to successfully deliver the Services.

3.2 The Supplier shall ensure that the Implementation Plan identifies and documents all activities (in an appropriate level of detail) that must be completed in order to Achieve the Milestones, including:

(a) a chronology of the Milestones and other milestones that the Supplier may deem relevant, that the Supplier shall meet in order to effectively deliver the Services. The Implementation Plan shall also show the critical path to deliver the Services on time;

(b) the additional steps and activities that the Supplier shall undertake to prepare for and deliver the Services during the period after the Operational Services Commencement Date(s) when levels of demand will be greater due to the ramp up. These shall include aspects such as how the Supplier will ensure that sufficient resources and capacity is available to deal with potentially higher levels of demand;

(c) subject to Paragraph 3.3, each reasonable dependency on the Authority;

(d) notwithstanding Clause 3 of the Collaborative Agreement, each reasonable dependency on Other Suppliers and the actions to be taken by the Supplier to notify and secure the agreement of the Other Suppliers in discharging any actions associated with that dependency;

(e) without prejudice to Paragraph 5.6, each dependency that the Supplier may reasonably have on its Sub-contractors including:

(i) how Sub-contractors will be onboarded and managed;

(ii) the activities of Sub-contractors in relation to the Implementation Services,

in sufficient detail to allow the Authority to understand the risk of Achieving Milestones in the event of a failure of such Sub-contractors;

(f) how the Supplier shall secure the number and quality of Supplier Personnel that the Supplier requires to achieve delivery of the Services. This shall include a profile of numbers and locations of Supplier Personnel during the period in which Implementation Services are provided;

(g) how the Supplier shall ensure that all Supplier Personnel have the appropriate skills necessary to effectively deliver the Services in accordance with the Contract;

(h) risks associated with the implementation of the Services, including the impact of such risks and the probability of such risks arising and how the Supplier intends to mitigate such risks to a level acceptable to the Authority;

(i) how the Supplier will replicate data to enable the monitoring of Devices including:

(i) how the Supplier will replicate any data required for Service Operation from the Existing Service and/or data stores into the New Service.

(ii) how the Supplier shall ensure continuity of the replication of data between the FMS Supplier and the (MDSS) Supplier where the ability to automatically transfer data is compromised;

(j) the implementation organisation, roles and responsibilities and the plan to allocate resources into such roles;

(k) the Supplier's internal governance arrangements during the period when Implementation Services are provided and how that governance will interface with the Authority and how it shall complement and support the governance structure set out in Paragraph 7 of this Schedule and as set out within Schedule 21 (*Governance*);

(l) clear demonstration of alignment to Schedule 4 (*Standards*) and the requirements of Schedule 5 (*Security Management*), including a clear plan for implementing all security arrangements such as initial IT Health Check and approval of security risk impact assessments and responsibilities for those to be in place at the Operational Services Commencement Date;

(m) clear demonstration of alignment in order to allow the Supplier to meet or exceed the relevant Target Performance Levels on and from the Operational Services Commencement Date;

(n) a description of how the Supplier shall set-up and maintain open, collaborative relationships with the Other Suppliers as detailed in the Collaborative Agreement

(o) the establishment of the necessary assets, sites, personnel and licences in order to support the Service Continuity Plan in

accordance with Schedule 26 (*Service Continuity Plan and Corporate Resolution Plan*);

(p) development and documentation of operational procedures;

(q) management of any Transferring Authority Employees and Transferring Former Supplier Employees, including strategies for maximising employment opportunities and risk mitigations for issues arising as a result of each Relevant Transfer;

(r) the design, build and testing of the Supplier Solution to meet the Test Success Criteria aligned with the Testing more particularly described within Schedule 14 (*Testing Procedures*);

(s) all Deliverables and other tasks necessary to achieve each Milestone including the ATP Milestone and setting out a reasonable review period for the Authority which enables the Authority to review all necessary documentation (taking into account the volume of all submissions to the Authority during such review period);

(t) a Gantt chart in accordance with Paragraph 4 (*Implementation Gantt Chart*) of this schedule.

3.3 Notwithstanding the process for agreement of the Detailed Implementation Plan set out in Paragraph 5, the Supplier shall ensure that:

(a) dependencies of the Authority (or of the Authority to procure performance by an EM Supplier) set out in the Implementation Plan are clear, concise and reasonable;

(b) dependencies of the Authority (or of the Authority to procure performance by an EM Supplier) set out in the Implementation Plan are measurable, specific and where appropriate set out the time and location for performance;

(c) dependencies which are intended to be “Authority Responsibilities” are explicitly labelled as such and;

(i) shall be evidenced to show that they would have a direct impact on the Supplier’s ability to Achieve a Milestone if the Authority were to fail to deliver the same;

(ii) shall be drafted in a manner in which they are contractually enforceable;

(iii) shall be capable of being fulfilled by the Authority,

and the Supplier acknowledges and agrees that to the extent such dependencies are not consistent with this Paragraph 3.3 they shall not be considered to be an “Authority Responsibility” for the purposes of Schedule 7 *(Authority Responsibilities)*.

4 IMPLEMENTATION GANTT CHART

4.1 The Supplier shall provide, as part of the Implementation Plan, a Gantt chart (in Microsoft Project format) clearly showing key dates throughout the

Implementation Phase, including the Supplier's proposed timescales in respect of the following:

(a) all Milestones, Deliverables and other tasks including mitigation of key risks (which shall be consistent with Schedule 13 Annex 2 (Milestones and Deliverables));

(b) project management and review activity;

(c) Third Party and Authority dependency activities/milestones (e.g. Tag and Device Monitoring Platform ready for FMS Supplier);

(d) a proposed set of meeting dates with the Authority (which shall be consistent with Schedule 21 (*Governance*);

(e) latest dates for access / delivery of information, and means of allowing sufficient review time;

(f) outline timing of the development of procedures associated with Testing, which shall be fully aligned with Schedule 14 *(Testing Procedures)*; and

(g) clear links between payment of Charges and Achievement of Milestones,

which shall each be fully aligned to the obligations of the Supplier in the Agreement.

5 APPROVAL OF THE DETAILED IMPLEMENTATION PLAN

5.1 Within 15 Working Days of the Effective Date and in accordance with Schedule 14 (*Testing Procedures*), Annex 4 (*Test Success Criteria*), the Supplier shall deliver to the Authority for approval the Detailed Implementation Plan. The Detailed Implementation Plan shall:

(a) incorporate all of the Milestones and Milestone Dates;

(b) meet the requirements of Paragraphs 2, 3 and 4;

(c) be based on the Outline Implementation Plan updated as appropriate;

(d) articulate the roles, responsibilities and obligations of all parties concerned in order for the Supplier to deliver the Services, including the identification of project reviewers and approvers;

(e) identify objectives, scope, Deliverables, constraints, assumptions, business benefits, risks, project organisation, project quality approach, initial project plan, controls, tolerance, contingency, and any other information deemed necessary to define the project appropriately; and

(f) be subject to approval by the Authority.

5.2 Prior to the submission of the draft Detailed Implementation Plan to the Authority in accordance with Paragraph 5.1, the Authority shall have the right:

(a) to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:

(i) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;

(ii) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and

(iii) any other work in progress in relation to the Detailed Implementation Plan;

(b) to require the Supplier to include any reasonable changes or provisions in the submitted version of the Detailed Implementation Plan.

5.3 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Authority shall:

(a) review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and

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

5.4 If the Authority rejects the draft Detailed Implementation Plan:

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

(b) the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Authority for the Authority's approval within 5 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 5.3 and this Paragraph 5.4 shall apply again to any resubmitted draft Detailed Implementation Plan, save that the Authority shall approve or reject the revised Detailed Implementation Plan within 5 Working Days, and provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

5.5 If the Authority approves the draft Detailed Implementation Plan, the Detailed Implementation Plan shall replace the Outline Implementation Plan from the date of the Authority’s notice of approval.

5.6 Without prejudice to the generality of Paragraph 2.6, the Supplier acknowledges and agrees that the Implementation Plans may be made available to the FMS Supplier from time to time including for the purposes of:

(a) creation of the Overarching Project Implementation Plan; and

(b) to allow the FMS Supplier to provide comments on the Implementation Plans.

6 UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN

6.1 Following the approval of the Detailed Implementation Plan by the Authority:

(a) the Authority (or, without prejudice to the generality of Paragraph 2.6, the FMS Supplier acting on behalf of the Authority) shall be entitled to request a revised Detailed Implementation Plan at any time including circumstances where:

(i) the FMS Supplier has updated the Overarching Project Implementation Plan;

(ii) an Outgoing Service Provider has updated their exit plan;

(iii) circumstances have arisen which require a change in approach to the Implementation Services;

by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Authority within 10 Working Days of receiving such a request from the Authority (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);

(b) where the Supplier is aware (or ought reasonably to have been aware) of any act, omission, issue or event which may impact on the delivery of the Overarching Project Implementation Plan, the Supplier shall notify the FMS Supplier and the Authority of the same and shall work in good faith and act reasonably to assist the FMS Supplier to resolve such act, omission or event:

(c) without prejudice to the Supplier's obligations to perform the Implementation Plan, the Supplier shall notify the FMS Supplier and the Authority of any actual or potential act, omission, issue or event which impact the Supplier's ability to follow the Implementation Plan and shall work collaboratively with the FMS Supplier and act in good faith and act reasonably to resolve such actual or potential act, omission, issue or event;

(d) any revised Detailed Implementation Plan shall (subject to Paragraph 2.3) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 5; and

(e) the current Detailed Implementation Plan shall be provided by the Supplier to the Authority not less than 5 Working Days in advance of each relevant governance meeting.

7 IMPLEMENTATION REVIEW MEETINGS

7.1 A meeting (the **"Implementation Working Group Meeting"**) will be held at least weekly during the period when Implementation Services are provided (unless the Authority requires such shorter period).

7.2 The agenda for this meeting will be based on the Implementation Status Report for the immediately preceding week and will include a review of progress against actions documented at previous meetings, as well as a look forward for key objectives for the coming week.

7.3 Attendees of this meeting will include the EM Supplier(s) and Outgoing Services Provider (as required) and the following:

Authority Attendees	Supplier attendees
REDACTED	
Other invitees as may be required from time to time in support of the meeting.	

7.4 Supplier will provide an Implementation Weekly Status Report to the Authority one Business Day before the Implementation Working Group Meeting.

7.5 The content of the **"Implementation Weekly Status Report"** will be agreed between the Parties and may be modified at any time by mutual agreement but shall as a minimum include:

Report name	Report contents	Frequency
Implementation Weekly Status Report	• Achievements and Highlights • Current status against the Implementation Plan • Progress toward the achievement of relevant mile-stones; • Current issues; • Items requiring management attention/decisions; • Major risks and mitigation actions; • Dependencies • Critical path • Any assumptions that are not being met impacting the delivery of the plan • RAID log • Activities in progress • Planned activities for the following week; • Key HR updates (as needed)	Weekly

8 GOVERNMENT REVIEWS

The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

ANNEX 1 – OUTLINE IMPLEMENTATION PLAN

1 INTRODUCTION

1.1 This Appendix sets out the Outline Implementation Plan.

1.2 For the avoidance of doubt, the Outline Implementation Plan is an outline MDSS Implementation Plan rather than an outline Overarching Project Implementation Plan.

2 OUTLINE IMPLEMENTATION PLAN

REDACTED

ANNEX 2 - MILESTONES AND DELIVERABLES

1 INTRODUCTION

1.1 The table below sets out:

(a) the Milestones;

(b) the Deliverables; and

(c) the Milestone Date by which the Supplier must Achieve each Milestone

No.	Phase	Milestones	Deliverables	Milestone Date
1	Initiation	REDACTED	See Annex 4 Schedule 14 Testing Procedures	REDACTED
2	Design and Configure		See Annex 4 Schedule 14 Testing Procedures	
3	Test and Assurance		See Annex 4 Schedule 14 Testing Procedures	
4	Transition to live / initial ramp up		See Annex 4 Schedule 14 Testing Procedures	
5	Service Fully Operational		See Annex 4 Schedule 14 Testing Procedures	
6	Contract Performance Points		See Annex 4 Schedule 14 Testing Procedures	