ATTACHMENT 16-4 OF THE SPECIAL TERMS

PSN SERVICES

CALL-OFF TERMS

SCHEDULE 4.1

IMPLEMENTATION PLAN

PART A - GENERAL

1. INTRODUCTION

- 1.1 The purpose of this Schedule is:
 - in Part A, to define general implementation principles and obligations and a process for the development of the Outline Implementation Plan into the Detailed Implementation Plan to deliver the Services;
 - 1.1.2 In Part B, to identify the Contractor's general requirements; and
 - 1.1.3 In the Annexes to set out the Product Descriptions, the Outline Implementation Plan at the Effective Date and those items referred to in Paragraphs 1.3 to 1.5 below.
- 1.2 The Contractor shall apply the same principles and obligations set out in Part A of this Schedule 4.1 (Implementation Plan) when preparing any Project Plans.
- 1.3 Any Project Plans and other documents agreed by the Parties at the Effective Date which are related to any implementation activities shall be attached as Annexes to this Schedule 4.1 (Implementation Plan).
- 1.4 This Schedule 4.1 (Implementation Plan) sets out the proposed structure that shall apply to Transition Governance and Annex 2 to this Schedule 4.1 (Implementation Plan) set out the terms of reference for the Transition Governance Board.
- 1.5 The annexes to this Schedule 4.1 (Implementation Plan) also set out the proposed Product Descriptions for the key Deliverables to be delivered during Transition, and Quality Criteria surrounding each Deliverable including proposed format and Test Success Criteria and the Document Approval Procedure.

2. OUTLINE IMPLEMENTATION PLAN AND DETAILED IMPLEMENTATION PLAN

2.1 The Outline Implementation Plan at the Effective Date is set out in Appendix 8. All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure.

- The Parties acknowledge the importance of detailed planning for the implementation of all of the Services under this Agreement and the need to develop the Outline Implementation Plan into a Detailed Implementation Plan in accordance with this Schedule 4.1 (Implementation Plan) and Clause 3 (Implementation Plan). The Contractor shall submit a Detailed Implementation Plan to the Customer Authority for Approval within thirty (30) Working Days of the date of LOI 1 being 16 June 2015 ("LOI 1 Date") (or such other period as specified in the Outline Implementation Plan or as otherwise agreed by the Parties in writing). The Contractor shall ensure that the Detailed Implementation Plan prepared and delivered to the Customer Authority complies with the Product Descriptions and incorporates Milestones and Milestone Dates as set out in the Outline Implementation Plan categorised by Service Function (as set out in Appendix 3 (Service Requirements and Contractor Service Descriptions) and includes (as a minimum) the Contractor's proposed timescales in respect of the following tasks:
 - 2.2.1 the completion of each HLD document;
 - 2.2.2 the completion of each LLD document;
 - the completion of Testing of the Services in accordance with Schedule 4.2 (Testing Procedures), Appendix 9 (Testing Procedures) and Appendix 3 (Service Requirements and Contractor Service Descriptions) and the design set out in the HLD document and LLD document;
 - 2.2.4 security accreditation activities;
 - 2.2.5 the completion of installation activity based on the updated LLD document;
 - 2.2.6 Service readiness reviews and cutover dates:
 - 2.2.7 the completion of implementation activity; and
 - an Operational Service Commencement Date for the Services which are the subject of the Transition.
- 2.3 The Contractor shall ensure that the Detailed Implementation Plan:
 - 2.3.1 clearly outlines all the steps required to implement the Contractor Solution, in conformity with the Service Requirements and the Standards;
 - clearly outlines the required roles and responsibilities of all parties concerned, including staffing requirements (subject to the Customer Authority Responsibilities);
 - 2.3.3 link to any other dependent Contractor Project Plans;
 - 2.3.4 is fully articulated in the PID; and
 - 2.3.5 includes all tasks required to implement the Contractor Solution HLD.
- 2.4 Prior to the submission of the Detailed Implementation Plan for Approval, the Customer Authority shall have the right, at any time, to review any documentation

produced by the Contractor: (i) in relation to the development of the Detailed Implementation Plan; and/or (ii) for the purposes of developing the initial draft of the Detailed Implementation Plan, including:

- 2.4.1 details of the Contractor's intended approach to the Detailed Implementation Plan and its development;
- 2.4.2 copies of any drafts of the Detailed Implementation Plan produced; and
- 2.4.3 any other work in progress in relation to the Detailed Implementation Plan.
- 2.5 The Customer Authority shall have the right to require the Contractor to include any reasonable changes or provisions in the draft Detailed Implementation Plan. The Contractor shall incorporate in the draft Detailed Implementation Plan before it is submitted to the Customer Authority for Approval such reasonable changes or provisions proposed by the Customer Authority.
- 2.6 Following formal submission of the Detailed Implementation Plan pursuant to Annex 3 to this Schedule 4.1 (Implementation Plan) from the Contractor, the Customer Authority shall:
 - 2.6.1 review and comment on the Detailed Implementation Plan as soon as reasonably practicable; and
 - 2.6.2 notify the Contractor in writing that it approves or rejects the Detailed Implementation Plan no later than 20 Working Days after the date on which the Detailed Implementation Plan is delivered to the Customer Authority.
- 2.7 If the Customer Authority rejects the Detailed Implementation Plan:
 - 2.7.1 the Customer Authority shall inform the Contractor in writing of its reasons for its rejection; and
 - the Contractor shall then revise the Detailed Implementation Plan (taking reasonable account of the Customer Authority's comments) and shall resubmit a revised Detailed Implementation Plan to the Customer Authority for the Customer Authority's Approval within ten (10) Working Days of the date of the Customer Authority's notice of rejection. The provisions of Paragraph 2.6 and this Paragraph 2.7 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 2.8 If the Customer Authority Approves the Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Customer Authority's notice of Approval.
- 2.9 After Approval of the Detailed Implementation Plan it shall be maintained, updated and reporting against on a weekly basis by the Contractor to reflect the status of the Transition of the Services.

- In addition to maintaining and updating the Detailed Implementation Plan in accordance with Paragraph 2.9 of this Schedule 4.1 (Implementation Plan), the Contractor shall submit an updated Detailed Implementation Plan within ten (10) Working Days of receiving notification from the Customer 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), of being advised by the Customer Authority of an event reasonably identified by the Customer Authority as requiring a revised Detailed Implementation Plan. Any such revised Detailed Implementation Plan shall be submitted by the Contractor for Approval in accordance with the procedure set out in Paragraph 2.6 above. Save for any amendments which are of a type identified and notified by the Customer Authority (at the Customer Authority's discretion) to the Contractor in writing as not requiring approval, any material amendments to the Baselined Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:
 - 2.10.1 any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and
 - 2.10.2 in no circumstances shall the Contractor be entitled to alter or request an alteration to any Milestone Date except in accordance with Customer Authority Cause.

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

2.11 The Parties shall consider and review the Detailed Implementation Plan and progress towards its successful implementation, with Milestones on the Detailed Implementation Plan being accepted as complete as per the agreed Test Success Criteria for each Milestone, at Transition Board meetings held in accordance with this Schedule 4.1 (Implementation Plan). In preparation for such meeting the current Detailed Implementation Plan shall be provided by the Contractor to the Customer Authority not less than ten (10) Working Days in advance of each meeting of the Transition Governance Board.

3 TRANSITION PRINCIPLES

- 3.1 The Contractor shall ensure that the Transition arrangements are consistent with the exit arrangements agreed by the Customer Authority with the Outgoing Service Providers.
- 3.2 The Contractor shall ensure that the Transition arrangements are also consistent with the Transition arrangements proposed by any other New Suppliers in relation to their Transition process, if any New Suppliers have been awarded contracts by the Customer Authority.
- 3.3 Each New Supplier will enter into contracts with the Customer Authority which include outline implementation plans for their respective services. Once any contract with a New Supplier is entered into with the Customer Authority the Contractor shall jointly review with each New Supplier their respective transition plans and identify any potential conflicts, dependencies or risks. Such review should take place within thirty (30) Working Days (or such period as may be otherwise agreed in writing with the

Customer Authority) of Approval of the Detailed Implementation Plan. Such joint review shall to ensure that the individual supplier Detailed Implementation Plans can be Baselined and importantly all network and telephony transition activities can be harmonised, to mitigate risk for the Customer Authority and ensure and business continuity.

- 3.4 Where an issue or dispute prevents the performance by either the Contractor, any New Suppliers or the Outgoing Service Providers of their respective transition or exit obligations as set out in the relevant agreements between the relevant suppliers and the Customer Authority, the Contractor shall, in consultation with the New Suppliers, Outgoing Service Providers and the Customer Authority, resolve, re-plan and amend their relevant transition plan(s) and exit plans accordingly and agree these amended plans with all relevant parties.
- 3.5 The Contractor shall support the New Suppliers in carrying out the transfer of services from the Outgoing Service Providers. This shall include, but not be limited to, provision of:
 - 3.5.1 appropriately skilled resources to work with the New Suppliers to review and provide input into the New Suppliers implementation plans and their solutions;
 - 3.5.2 support for the cutover activities in which the New Suppliers have a dependency on the Contractor; and
 - 3.5.3 support for the scheduling of knowledge transfer activity between the New Suppliers and Outgoing Service Providers and the assurance of documentation updated as a result of knowledge transfer activity.
- 3.6 The Contractor shall assign designated and appropriately skilled individuals to manage the detailed planning and delivery for each Transition Workstream.
- 3.7 The Contractor shall be responsible for the creation, management, implementation, maintenance and ownership of the Implementation Plans and shall make these available to the Customer Authority, the New Suppliers and Outgoing Service Providers via the virtual intranet or Virtual Library in a form and at a frequency as notified by the Customer Authority to the Contractor from time to time.
- 3.8 The Parties shall establish the Transition Governance Board and such Transition Governance Board shall operate in accordance with the principles, processes and procedures set out in Annex 2 to this Schedule 4.1 (Implementation Plan). The Contractor will comply with the Transition Governance provisions of Annex 2 of this Schedule 4.1 (Implementation Plan).

PART B - CONTRACTOR TRANSITION

4 INTRODUCTION

- 4.1 The Contractor's progression through its own Transition Plan shall be tracked against a series of Milestones specified in the Detailed Implementation Plan.
- 4.2 The Contractor shall not commence Transition activities reflected in the Detailed Implementation Plan or commence the delivery of Services unless and until the Customer Authority has issued the relevant Authority to Proceed.
- 4.3 The Contractor shall specify in the Detailed Implementation Plan those Milestones that are ATP Milestones. These Milestones shall be notified to the Customer Authority for Approval. A Milestone shall be deemed complete when the Acceptance Criteria for that Milestone have been met in accordance with the requirements set out in Schedule 4.2 (Testing Procedures) and as may be further set out in this Part B, or as agreed in the Baselined PID.
- 4.4 The Contractor and the Customer Authority shall work together to agree in the timely manner the detailed Test Success Criteria for each Milestone and record such Test Success Criteria in accordance with Schedule 4.2 (Testing Procedures) or as agreed in the Approved PID.

5 IMPLEMENTATION SOLUTION BASELINE DOCUMENTATION SET

- The Contractor shall develop, deliver and maintain the following documentation, based on the Contractor's successful bid design and collateral. The documentation and the delivery timescales shall be as follows:
 - 5.1.1 Detailed Implementation Plan to be delivered in accordance with Paragraph 2 of this Schedule 4.1 (Implementation Plan)
 - 5.1.2 PID within thirty (30) Working Days of the LOI 1 Date (as defined in Paragraph 2.2 above) (or such other period as specified in the Outline Implementation Plan or as otherwise agreed by the Parties in writing)
 - 5.1.3 Contractor Solution HLD document within thirty (30) Working Days of the LOI 1 Date (as defined in Paragraph 2.2 above) (or such other period as specified in the Outline Implementation Plan or as otherwise agreed by the Parties in writing)
 - 5.1.4 Document Deliverables Matrix within thirty (30) Working Days of the LOI 1
 Date (as defined in Paragraph 2.2 above) (or such other period as specified in
 the Outline Implementation Plan or as otherwise agreed by the Parties in
 writing)
 - 5.1.5 Transition Risk and Accreditation Management Plan within forty (40) Working Days of the LOI 1 Date (as defined in Paragraph 2.2 above) (or such other period as specified in the Outline Implementation Plan or as otherwise agreed by the Parties in writing).

5.2 All documents above shall be produced in the format as detailed in the Product Descriptions.

6 TRANSITION PLANNING CONSIDERATIONS

- 6.1 The Contractor shall ensure that it is fully aware of all other projects and programmes (Work in Progress) across the Customer Authority estate to ensure that the Detailed Implementation Plan takes into account any constraints or risks that may need to be mitigated.
- 6.2 In development of all plans to transfer responsibility and services from the Outgoing Service Providers, the Contractor shall take account of any and all considerations to ensure continuity of service, practicality, economy and risk.

7 <u>DEVELOPMENT AND MAINTENANCE OF THE DETAILED TRANSITION</u> <u>DELIVERABLES</u>

- 7.1 The Contractor shall during the Term and during any periods of Transition, develop and regularly maintain the Transition Deliverables and shall ensure that these are accurately maintained and updated in the Virtual Library. A subset of all Transition Deliverables are the Documentary Deliverables, these shall be detailed in the DDM.
- 7.2 The Contractor shall make details of the Transition Deliverables available to the Customer Authority and New Suppliers. The Contractor hereby acknowledges and agrees that the Customer Authority may be required to share these Transition Deliverables with its Outgoing Service Providers and New Suppliers, where appropriate.
- 7.3 In the event that the Transition Deliverables are not delivered in accordance with the dates set out in the Paragraph 5.1 and Detailed Implementation Plan, the Customer Authority shall have the rights and remedies set out in Clause 6 (Delays).
- 7.4 Following the award by the Customer Authority of Milestone Achievement Certificates for the Transition Deliverables, the Transition Deliverables shall be managed by the Contractor but any amendments shall be subject to the Change Control Procedures.
- 7.5 All documents Approved pursuant to Annex 3 of this Schedule 4.1 (Implementation Plan) shall be the Baselined documents.
- 7.6 After Approval of each Documentary Deliverable, such documents shall be maintained, updated and reported against on a weekly basis by the Contractor to reflect the status of the Transition of the Services.
- 7.7 In addition to maintaining and updating each Documentary Deliverable in accordance with Paragraph 7.6 of this Schedule 4.1 (Implementation Plan), the Contractor shall submit any updated Documentary Deliverable within ten (10) Working Days of receiving notification from the Customer 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), of being advised by the Customer Authority of an event reasonably identified by the Customer Authority as requiring a revised Documentary Deliverable. Any such revised Documentary Deliverable shall be submitted by the Contractor for Approval in accordance with the procedure set out

in Annex 3 of this Schedule 4.1 (Implementation Plan). Save for any amendments which are of a type identified and notified by the Customer Authority (at the Customer Authority's discretion) to the Contractor in writing as not requiring approval, any material amendments to the relevant Baselined document shall be subject to the Change Control Procedure provided that:

- 7.7.1 any amendments to elements of the document which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and
- 7.7.2 in no circumstances shall the Contractor be entitled to alter or request an alteration to any Milestone Date except in accordance with Customer Authority Cause.

Any proposed amendments to any relevant Documentary Deliverable shall not come into force until they have been Approved in writing by the Customer Authority and such Approved documents shall become the Baselined Document.

8 ALIGNMENT OF OUTGOING SERVICE PROVIDER'S EXIT PLANS

- 8.1 The Contractor shall work with the Outgoing Service Provider to ensure the alignment of the Outgoing Service Provider's exit plan and the Detailed Implementation Plan and where shortfall gaps, inconsistencies, errors in the Outgoing Service Provider's exit plan are identified, the Contractor shall promptly bring them to the attention of the Customer Authority.
- Where the Contractor identifies that there are omissions, overlaps or incompatibilities in the Outgoing Service Provider's exit plan then the Contractor shall promptly document and review these with the Outgoing Service Provider and the Customer Authority and propose options to remediate.

9 CONTRACTOR'S SOLUTION HIGH LEVEL DESIGNS (HLD)

- 9.1 The Contractor shall cooperate with New Suppliers and, to the extent reasonably practicable, the Outgoing Service Providers in the development of the Contractor's Solution HLD documents which shall be aligned to Appendix 3 Part B (Contractor Service Description).
- 9.2 The Contractor shall deliver the Contractor Solution HLD document to the Customer Authority within thirty (30) Working Days of the LOI 1 Date (as defined in Paragraph 2.2 above) (or such other period as specified in the Outline Implementation Plan or as otherwise agreed by the Parties in writing).
- 9.3 The content of the Contractor Solution HLD documents shall:
 - 9.3.1 provide a Contractor Solution description, including: scope; solution narrative; phasing of solution; technical specifications and Service specifications;
 - 9.3.2 provide a clear mapping onto the Service lines in accordance with the Service Requirements and the Transition Workstreams;

- 9.3.3 describe the Service Level Targets and Service Failure Thresholds to be achieved in the period of Transition.
- 9.3.4 align with the Contractor Solution set out in Appendix 3 Part B (Contractor Service Description).

10 SERVICE TRANSFER TEST STRATEGY

- 10.1 The Contractor shall be responsible for the production, management and maintenance of its own contractor Service Transfer Test Strategy for each service being transferred from an Outgoing Service Provider to the Contractor, such Service Transfer Test Strategy to be developed and maintained in accordance with, Call Off Schedule 4.2, (Testing processes V2). Where appropriate and agreed with the Customer Authority, multiple service transfers to the Contractor may be combined into a single contractor Service Transfer Test Strategy.
- The Contractor's Test Plan shall be submitted to the Customer Authority for Approval within forty (40) Working Days of the LOI 1 Date (as defined in Paragraph 2.2 above) (or such other period as specified in the Outline Implementation Plan or as otherwise agreed by the Parties in writing).

11 PREPARATORY WORK FOR THE DELIVERY OF OPERATIONAL SERVICES

- 11.1 The Contractor shall be responsible for the development of measures to measure the performance of the Operational Services from the Operational Services Commencement Date, including without limitation, the development and documentation of the Systems of Measurement Reference Document for the Service Criteria, Service Level Targets and Service Failure Thresholds and such other Service Measures as are required by the Customer Authority to measure the Contractor's performance under this Agreement. The Contractor shall deliver the Systems of Measurement Reference Document to the Authority within sixty (60) Working Days of the LOI 1 Date (as defined in Paragraph 2.2 above) (or such other period as specified in the Outline Implementation Plan or as otherwise agreed by the Parties in writing).
- 11.2 The Contractor shall commence service performance measurement at the point that the Customer Authority issues the Milestone Achievement Certificate or such other date as may be agreed with the Customer Authority.
- 11.3 Within sixty (60) Working Days of the LOI 1 Date (as defined in Paragraph 2.2 above) (or such other period as specified in the Outline Implementation Plan or otherwise agreed by the Parties in writing), the Contractor shall deliver a draft Services Operating Manual to the Customer Authority for its Approval. The Customer Authority shall not unreasonably withhold its Approval of the draft Services Operating Manual. If the Customer Authority does not Approve the draft Services Operating Manual it shall inform the Contractor of its reasons and the Contractor shall take those reasons into account in the preparation of a further draft Services Operating Manual, which shall be resubmitted to the Customer Authority within five (5) Working Days (or such other period as the Customer Authority may permit and notify to the Contractor in writing) of the rejection of the first draft. The Contractor shall comply with the Services Operating Manual following its Approval by the Customer Authority. Approval of the Services Operating Manual by the Customer Authority shall not

relieve the Contractor of any responsibility to deliver the Services in accordance with this Agreement.

12 PREPARATORY WORK - INTERNAL CONTRACTOR ORGANISATION

- 12.1 The Contractor shall implement a service management organisation in order to deliver the Services under this Agreement. The Contractor shall ensure that the appropriate and necessary service management organisation is in place by the Operational Service Commencement Date and shall include as a minimum:
 - 12.1.1 documented and agreed role descriptions (such personnel to be the Key Personnel for the purpose and duration of the applicable Services);
 - 12.1.2 recruitment, appointment and training of appropriately security checked staff for the service management organisation; and
 - 12.1.3 implementation of service management processes and tools.
- 12.2 The Contractor shall clearly show in the Detailed Implementation Plan all activities to develop and implement policies, processes, procedures, work instructions and the appropriate tooling required to provide the contracted service and Service Level requirements management after the Operational Service Commencement Date.

13 PRELIMINARY ACTIVITIES BEFORE DETAILED TRANSITION PLANS

- Prior to the Detailed Implementation Plan being Baselined, the Contractor may, subject to the Customer Authority's Approval, undertake preparatory work in support of Transition that does not adversely affect the delivery of the Services and activities of the Customer Authority, of any New Supplier or of any Other Supplier or the Outgoing Service Providers.
- In the event that the Contractor wishes to undertake work before the Detailed Implementation Plan is available, the Contractor shall produce a list of the work it wishes to undertake and submit this to the Customer Authority for Approval within fifteen (15) Working Days from the LOI 1 Date (as defined in Paragraph 2.2 above) (or such other period as specified in the Outline Implementation Plan or as otherwise agreed by the Parties in writing).
- 13.3 Any work undertaken by the Contractor before the Detailed Implementation Plan is approved and Baselined shall be undertaken at the Contractor's own risk.

14 MANAGEMENT OF CHANGE

14.1 The Contractor shall review on an ongoing basis and throughout the Contractor's Transition Period all operational changes to the Services that are being delivered by the Outgoing Service Providers and identify those operational changes that shall cause a material impact or deviation from its own Detailed Implementation Plan or Contractor Solution HLD. The Contractor shall bring this to the attention of the Customer Authority along with their impact assessment of such deviation. Any failure to conduct an impact assessment of the Change or to inform the Customer Authority prior to any Change being Approved by the Customer Authority shall be deemed as

acceptance by the Contractor that there is no material impact on the Detailed Implementation Plan.

15 TRANSFER OF ASSETS, THIRD PARTY AGREEMENTS, SOFTWARE AND ASSOCIATED LICENCES

- 15.1 The Contractor shall confirm the Transferring In Assets and the Purchased Assets as required for the delivery of the Contractor Solution to the Customer Authority.
- 15.2 The Transferring In Assets which are to transfer to the Contractor pursuant to clause 14 shall be transferred on the relevant dates set out in the Detailed Implementation Plan unless otherwise directed by the Customer Authority.

16 **READINESS REVIEWS**

- Within 40 Working Days of the LOI 1 Date (as defined in Paragraph 2.2 above) (or such other period as specified in the Outline Implementation Plan or as otherwise agreed by the Parties in writing) the Contractor shall propose a Transition Service Readiness Approach, providing for joint Transition Service Readiness Reviews with the Customer Authority, New Suppliers and Other Suppliers. The Contractor shall discuss and agree such approach with the Customer Authority's Agency Manager to ensure alignment with existing processes. The Customer Authority, Contractor and New Suppliers shall, in accordance with the Transition Service Readiness Approach, carry out joint Transition Service Readiness Reviews on or before the date identified as a Milestone in the Detailed Implementation Plan, as a means of:
 - 16.1.1 assessing the Contractor's progress in delivering its obligations under this Agreement;
 - 16.1.2 assessing the New Suppliers and Other Suppliers progress in delivering their obligations under their service agreements with the Customer Authority;
 - 16.1.3 assessing the extent of the Contractors', New Suppliers' and Other Supplier's outstanding activities to be completed to achieve completion of their respective Transition obligations by the relevant Operational Service Commencement Date relating to those obligations;
 - 16.1.4 assessing the Outgoing Service Providers' readiness to exit; and
 - 16.1.5 confirming the relevant Operational Services Commencement Date(s).
- The Contractor shall, for each Transition Service Readiness Review, ensure that all Contractor staff, agreed with the Customer Authority as being necessary to ensure the effectiveness of the Transition Service Readiness Review, are in attendance at the Transition Service Readiness Review.
- The Transition Service Readiness Review process shall permit the Customer Authority to determine the extent to which the Contractor is likely to Achieve a Milestone Achievement Certificate for an ATP Milestone. In the event that the Customer Authority reasonably believes that the outcome of the Transition Service Readiness Review indicates that the Acceptance Criteria for the relevant Milestone will not be met by the Milestone Date, the Customer Authority shall have the rights and remedies set out in Clause 6 (Delays).

17 <u>SERVICE STABILISATION - POST CUT OVER STABILISATION AND EARLY</u> LIFE SUPPORT

- 17.1 After each Operational Services Commencement Date following a period of Transition for the Contractor or any of the New Suppliers and Other Suppliers, the Contractor shall provide an enhanced support function and team in addition to the business as usual function.
- 17.2 The Contractor shall provide an enhanced support function for early life support will be responsible for the management and resolution of any Incidents, problems or performance issues with the Transitioned Service for the period post service cutover and will remain responsible until these Incidents, problems or performance issues have been resolved and the Service is functioning to the Service Requirements, Quality Criteria, Test Success Criteria, Service Level Targets and other performance criteria as required under this Agreement.
- 17.3 The handover of the Services to the business as usual functions shall be agreed with the Customer Authority and shown as a Milestone in the Detailed Implementation Plan.

18 SERVICE STABILISATION – POST CUT OVER REVIEW

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

19 **SECURITY MANAGEMENT**

- 19.1 The Contractor shall prepare and deliver to the Customer Authority for Approval a Transition Risk and Accreditation Management Plan for the Services that are being transitioned to the Contractor no later than forty (40) Working Days after the LOI 1 Date (as defined in Paragraph 2.2 above) (or such other period as specified in the Outline Implementation Plan or as otherwise agreed by the Parties in writing). The Transition Risk and Accreditation Management Plan shall detail the Contractor's approach to maintaining the security and accreditation of the Services being transitioned and in accordance with the Product Description as set out in Annex 1 to this Schedule 4.1 (Implementation Plan).
- 19.2 Where the Contractor identifies that Transition will result in an increased risk to any Service(s), the Contractor shall produce a detailed plan for managing the risks of the Services during Transition and shall update the Transition Risk and Accreditation Management Plan as required.
- 19.3 Where the Contractor identifies Services that are not already fully accredited the Customer Authority may request that the Contractor will transition them as per their current accreditation status and include a cost and plan for remediation in accordance with the Change Control Procedure (Schedule 6.2) and the principles of protective security set out in Schedule 2.2 (Security Requirements and Plan).
- 19.4 Within forty (40) Working Days of the LOI 1 Date (as defined in Paragraph 2.2 above) (or such other period as specified in the Outline Implementation Plan or as otherwise

agreed by the Parties in writing) and in accordance with Paragraph 3.1 of Schedule 2.2 (Security Requirements and Plan), the Contractor shall prepare and deliver to the Customer Authority for Approval a fully complete and up to date Security Plan, which will be based on the draft plan in Appendix 6 (Security Plan).

20 TRANSITION MODE OF OPERATION

- 20.1 During Transition the Contractor shall work and co-operate with the Customer Authority, New Suppliers, Other Suppliers and Outgoing Service Providers to develop, document and implement the TMO for Services that have not reached the FMO.
- The TMO shall enable delivery, management and reporting of each service as it is transitioned to the Contractor. This shall include, but not be limited to, the:
 - 20.2.1 TMO operating models that articulate which party is responsible for the support and management of each element of a Service, this shall include the processes, interfaces and technical aspects;
 - 20.2.2 the end to end processes and procedures operating across suppliers;
 - 20.2.3 Service Level Targets that will be achieved for each Service in TMO and all changes to the Service Level Targets during TMO;
 - 20.2.4 tooling requirements and associated interfaces to deliver the Services; and
 - 20.2.5 reporting that shall be delivered during TMO.
 - 20.2.6 The Contractor shall develop TMO processes and procedures that shall be implemented during Transition in order to deliver, support and manage the Services. The Contractor shall co-operate and work with the Outgoing Service Providers to ensure that Documentation capturing all the TMO processes and procedures have been approved by the Customer Authority.
 - 20.2.7 The Contractor shall co-operate and work with the Outgoing Service Providers and any Other Suppliers to ensure that the TMO Processes have been developed to work instruction procedural level and implemented by the relevant Operational Services Commencement Date.
 - 20.2.8 The Contractor shall ensure that the Detained Implementation Plan reflects the timescales for the production, review and approval of the TMO processes.
 - 20.2.9 The Contractor shall co-operate and work with the Customer Authority and Outgoing Service Providers to Baseline the performance of the current Services. The Baselining shall be undertaken prior to the Transition of a Service, or a component of that Service. During TMO it is expected that a Service may be achieved whilst components of a Service remain in Transition. For the avoidance of doubt any TMO Service Level Target or temporary service measure shall meet or exceed the levels of service quality, availability or performance that is delivered by the Outgoing Service Providers unless agreed otherwise with the Customer Authority.

20.2.10 The Contractor shall co-operate and work with the Customer Authority to agree the reports that will be delivered during the TMO period that pertain to the Services. The Contractor shall ensure that the Detailed Implementation Plan reflects the timescales for the production, review and Approval of the reports to be delivered during TMO. The Contractor shall co-operate and work with the Customer Authority and Outgoing Service Providers to agree the roles and responsibilities for production, management and distribution of these reports.

21 TRANSITION MILESTONES

- 21.1 The Outline Implementation Plan includes a number of Milestone types which the Contractor shall include within the Detailed Implementation Plan, including:
 - 21.1.1 standard Project Milestone used by the Contractor to track and report progress, these do not need an ATP
 - 21.1.2 Authority to Proceed Milestone (ATP) Milestones that require a Milestone Achievement Certificate to be issued before progress to the next stage can commence
 - 21.1.3 Operational Services Commencement Date (OSCD) Milestone Milestones that require a Milestone Achievement Certificate to be issued before a Service can be delivered
 - 21.1.4 Contract Performance Point Milestone Milestones where the Contractor must demonstrate that a Contractor Solution or any relevant Service is working satisfactorily in the ICT Environments, and that the Project is complete.
- 21.2 The Test Success Criteria and quality criteria for all Milestones shall include:
 - 21.2.1 all Deliverables and Services associated with that Milestone have met their quality criteria or Test Success Criteria and shall have Test Certificates, if an ATP or CPP Milestone;
 - 21.2.2 any specific Test Success Criteria or Quality Criteria agreed with the Contractor and the Customer Authority and set out in this Schedule or the PID have been met.

22 AUTHORITY TO PROCEED (ATP) MILESTONE

- 22.1 ATP Milestones shall be assessed at a Transition Service Readiness Review against the relevant Transition Service Readiness Criteria.
- 22.2 The Test Success Criteria for each ATP Milestone shall include the following where appropriate:
 - 22.2.1 The Contractor has clearly demonstrated that the Transition objectives defined in this Schedule and the Implementation Solution Document Set have been achieved;
 - 22.2.2 Deliverables have the following Test Certificates, including but not limited to:

- 22.2.2.1 all premises, equipment and assets necessary for the provision of the Services are in place and fully operational;
- 22.2.2.2Contractor Personnel necessary for the provision of the Services have been appointed and have the requisite skills, knowledge and training;
- 22.2.2.3Key Personnel have been appointed in accordance with the Agreement;
- 22.2.2.4all contracts, licences and agreements with Sub contractors, of the Contractor and third parties necessary for the provision of the Services are in place and have terms that are consistent with the Agreement;
- 22.2.2.5all relevant operational processes and procedures are in place and have been tested and appropriately to ensure that any Service event will be processed and managed correctly and efficiently:
- 22.2.2.6all governance forums have defined, initiated and the first set of minutes have been agreed;
- 22.2.2.7 any other Deliverables/services required to deliver Services have been successfully completed and Approved/Achieved; and
- 22.2.2.8 successful completion of tests, whereby the Contractor has demonstrated that it is ready and capable of providing the Services from the planned date or dates for transfer of responsibility from the Outgoing Service Provider(s).

23 CONTRACT PERFORMANCE POINT (CPP) MILESTONE

- 23.1 The Test Success Criteria for each Contract Performance Point Milestone shall include:
 - 23.1.1 the Contractor has clearly demonstrated that the Transition objectives defined in this Schedule 4.1 (Implementation Plan) and the Implementation Solution Document Set have been taken account of:
 - 23.1.2 the Services have been delivered in accordance with the Service Requirements;
 - 23.1.3 Service Level Targets, Service Level Thresholds and Achieved Service Levels have been monitored, reported on and thresholds agreed in accordance with the requirements defined in Schedule 2.1 and Appendix 4 (Service Levels);
 - 23.1.4 all Deliverables and Services due during the period have been delivered and have Test Certificates and all parts of the Contractor's Solution that were due to be implemented during the period have been implemented and are operating in accordance with this Agreement; and
 - 23.1.5 that the Contractor has demonstrated that the relevant Services are working in accordance with the requirements set out in Appendix 3 (Service Requirements) in the ICT Environments.



Annex 1 - PRODUCT DESCRIPTIONS

Product Description Project Initiation Document (PID)

	Product Description	
Title of Deliverable	Project Initiation Document	
Purpose of Deliverable	The Project Initiation Document (PID) defines all major aspects of the Project and forms the basis for its management and the assessment of overall success. It forms the 'contract' between the project team and corporate or programme management. The PID is produced during the initiation stage of a Project and should be read in conjunction with the Contractor Solution HLD Overview, produced at the same time, which describes the overall solution to be delivered. There are three primary uses of the document: To ensure that the Project has a complete and sound basis for proceeding before there is any major resource commitment to the Project To act as a base document against which the Project can assess progress, change management issues, and ongoing viability questions. Provide a single source of reference about the Project and forms part of the Baselined Implementation Solution Documentation Set	
Scope of Deliverable	The identified delivery Project	
Format & Presentation of Deliverable	It is expected that all PIDs will be produced in OpenDocument format, PDF, or, as an exception, DOCX where particular features are unsupported	
Composition of Deliverable	The Contractor shall provide a PID that defines a specific Project within the Programme or one that covers the entire programme The PID includes all of the planning components that address scope, budget, schedule, quality, configuration management, risks, issues and performance monitoring. The PID shall include the following sections: DOCUMENTATION CONTROL Version Control Reviewers Approvals	

	Referenced Documents
	INTRODUCTION
	Purpose of This Document
	<u>Background</u>
	PROJECT DEFINITION
	Project Overview
	Project Objectives
	Project Scope
	Project Deliverables / Outcomes
	Project Exclusions/Constraints/Interfaces
	PROJECT APPROACH
	Delivery Overview
	Solution overview
	Critical Success Factors
	PROJECT RISKS
	PROJECT TIMEFRAMES
	PROJECT ORGANISATION
	Overview
	Project Organisation Structure
	Project Roles and Responsibilities
	PROJECT COMMUNICATIONS PLAN
	Overview Drainet Stakeholder Contact Liet
	Project Stakeholder Contact List
	Project Communication Matrix
	PROJECT QUALITY PLAN
	<u>Overview</u>
	Purpose
	Acceptance Criteria
	PROJECT PLAN
	Overview Disp Presservicites
	Plan Prerequisites
	Project Dependencies
	Planning Assumptions
	PROJECT MANAGEMENT PROCEDURES
	Governance
	Project Controls
	Project Reporting
	Project Assurance
	Project Tolerances
	ANNEXES
	<u>Glossary</u>
Derivation of	The PID will be derived from:
Deliverable	
	Customer Authority – Agreement for the provision of Services
	 Contractor's Response to the ITT
	Outgoing Service Provider's exit plans
	Additional information gathered during Project Initiation Stage
	Project management standards
	 Customers specified control requirements

CONTRACT FOR THE PROVISION OF PSN SERVICES - PR/52/2014

OFFICIAL

	Contractor Solution overview
Allocated to	Owned by the Contractor and Customer Authority Transition Manager Created by the Contractor
Quality Criteria for Deliverable	 The PID must ensure that it: Supports (as a minimum) Industry standard methodology; i.e., Prince 2, MSP Supports industry standard methodology and governance Reflects the proposed approach described in the Contractor Solution overview and is in accordance with the Customer Authority's requirements Complies with the Product Description. Represents an accurate and complete record of the Project Baseline
Quality Method	 Quality checked by the Customer Authority as appropriate Approved by the Transition Board
People or skills required	 Customer Authority Transition Manager Customer Authority Service Design lead Customer Authority architecture lead Customer Authority Information Assurance Lead Other Contractors (as required) Outgoing Service Providers (as required) Approval Customer Authority Programme representatives, dependent on the stakeholders identified in the PID.
	For info to: • Stakeholders • team members • Other Contractors

MASTER FINAL Page 19 of 39

Product Description - Documentary Deliverables Matrix

	Product Description
Title of Deliverable	Documentary Deliverable Matrix (DDM)
Purpose of Deliverable	The Contractor shall develop a complete list of documentary Deliverables for the Detailed Implementation Plan. There are four primary uses of the document: • To ensure that all Deliverables required to support the delivery of the Project, as defined in the PID, are identified
	 and agreed with all stakeholders To act as a base document against which the Project can assess progress of agreed Deliverables as they are mapped to the delivery lifecycle
	To determine the ownership of and level of assurance required to each Product identified in the DDM
	 To validate at project closure that Deliverables have been delivered and forms part of the Implementation Solution Baseline Documentation Set
Scope of Deliverable	Detailed Implementation Plan
Format & Presentation of Deliverable	MS Excel 2007
Composition of Deliverable	The Contractor shall provide a DDM that identifies all Deliverables required to support the delivery of the Project. The DDM shall include the following information:
	 owner document category document name identify management or specialist Product required Y/N delivery status (RAG)
Derivation of Deliverable	Customer Authority specified control requirements
Allocated to	Owned by the Contractor and Customer Authority Transition

	Manager
	Created by the Contractor
Quality Criteria for Deliverable	 The DDM must ensure that it: Identifies all document Deliverables required throughout the lifecycle of the Project Captures all specialist Products identified to complete the Project Includes management Products Reflects the Deliverables identified in the schedules Complies with the Product Description. Represents an accurate and complete record of the Project Baseline
Quality Method	 Quality checked by the Customer Authority as appropriate Approved by the relevant project Board identified in the Governance structure.
People or skills required	 Customer Authority Transition Manager Customer Authority Service Design lead Customer Authority architecture lead Customer Authority Information Assurance Lead New Suppliers and Other Suppliers (as required) Outgoing Service Providers (as required) Approval Customer Authority representatives, dependent on the stakeholders identified in the PID. For info to Stakeholders team members New Suppliers and Other Suppliers
First Draft Delivery Date for Deliverable	This Product must be available within the Project Initiation Stage
Planned Successful Approval Date for Deliverable	

Product Description Contractor Solution High Level Design (HLD)

	Product Description
Title of Deliverable	HLD - Contractor Solution overview
Purpose of Deliverable	The Contractor Solution High Level Design is produced at the Effective Date and is Baselined within the timelines detailed in the Agreement. Its purpose is to present a common understanding of the Contractor Solution to be delivered prior to entering the design phase of the Project. It should be read in conjunction with the PID, produced at the same time, which describes the approach that will be taken to deliver the Contractor Solution; and forms part of the Implementation Solution Baseline Documentation Set.
Scope of Deliverable	The Contractor Solution overview will describe the solution at a conceptual and logical level, addressing service design, architecture and information assurance dimensions. The scope will be constrained to provide an overview of the Services explicitly delivered by the delivery Project. NOTE: The information security features of the Contractor Solution may be recorded within this document or captured separately in the information security overview (ISO) document.
Format & Presentation of Deliverable	It is expected that all Contractor Solution overviews will be produced in OpenDocument format, PDF, or, as an exception, DOCX where particular features are unsupported. All Contractor Solution documentation should be properly titled and version controlled.
Composition of Deliverable	The Contractor Solution overview shall include the following sections: Introduction Purpose Scope Scope Specific Inclusions Specific Exclusions Background Summary Requirements Service functional Requirements Service Level Requirements Service Operational and Management Requirements Service Applicability Service Contacts Assumptions, Risks, Dependencies and Constraints

	 Assumptions
	 Risks Dependencies Constraints Service Design and Topology Service or Application Architecture Technology Architecture Security Architecture Tower specific architecture(s) Contractor Solution Breakdown Contractor service requirements & dependencies Other Supplier solution components Other Supplier service requirements & dependencies Other Supplier service requirements Other Supplier service requirements Transitional Readiness Service Lifecycle Plan Planning Requirements Transitional Considerations Refresh Requirements Service Decommissioning Requirements Summary of Impact
Derivation of Deliverable	The Contractor Solution overview is derived from the following: Contractors' Response documents Appendix 3 (Service Requirements and Contractor Service Descriptions) Appendix 4 (Service Levels and Related Remedies) Appendix 8 (Outline Implementation Plan)
Allocated to	Contractor
Quality Criteria for Deliverable	 Delivered to the format specified Alignment to the PID Traceability to high level Contractor Solution requirements
Quality Method	(Management Approval)
People or skills required	 Requirements/business analyst architecture Service Design Information Assurance
First Draft Delivery Date for Deliverable	As detailed in this Schedule 4.1
Internal Impact Assessment / Peer Review Sign-off	

Approval & Sign-off	This section is concerned with <u>who</u> will be responsible for quality checking and providing formal approval of the Product. Following formal approval the Product will be Baselined and will be subject to a Change Control Procedure thereafter.
	Reviewers Contractor New Suppliers (if appropriate) Other Suppliers (if appropriate) Customer Authority design function Customer Authority Transition Manager
	Approval Customer Authority programme team
	Date signed off
	Evidence of sign off
Planned Successful Approval Date for Deliverable	

Product Description

Detailed Implementation Plan (s)

	Product Description
Title of Deliverable	Detailed Implementation Plan
Purpose of Deliverable	The Contractor shall develop a complete detailed Project plan. The plan will contain the full set of activities required by a function within the Project team structure i.e. architecture. The plan is produced during the initiation phase of the Project and should, collectively, form the end to end timeframe and activities required to deliver the project as defined in the PID. There are three main objectives of the plan: • To ensure that all elements of the project as defined in the PID and associated deliverables as agreed in the DDM have been planned, resourced and can be delivered within the agreed Project timeframes • To act as a baseline document against which the project team can assess progress of the Project • To ensure that any dependencies, whether they are external to the Project or internal between function groups, have been captured in the baseline plans • and forms part of the Implementation Solution Baseline Documentation Set
Scope of Deliverable	The identified delivery Project
Format & Presentation of Deliverable	MS Project
Composition of Deliverable	The Contractor shall provide a plan or set of plans that specify all activities, dependencies, resource, effort and outputs required from the Contractor, other contractors, Outgoing Service Providers and the Customer Authority in order to achieve Project Milestones. Timeframes, activities, resource, effort and Dependencies identified in the plans will be Baselined at approval. Once the Project is in the execution phase, the Baseline will be retained and plans should show the forecast dates at all times. Changes required to the plans following agreed baseline will be implemented in line with the governance structure as agreed.
Derivation of Deliverable	The Project specific plans will be derived from: • Customer Authority – Agreement for the Provision of

	Services
	Contractor Bid responses
	Other contractors and Outgoing Service Providers
	 Additional information gathered during Project Initiation Stage
	Project management standards
Allocated to	Owned by the Contractor and Customer Authority Transition Manager
	Created by the Contractor
Quality Criteria for Deliverable	 The plans must ensure that they: Identify all document Deliverables required throughout the lifecycle of the Project Identify all resource, effort, duration required throughout the lifecycle of the Project Capture all Project specific Products as agreed in the Project DDM Include all delivery Dependencies as agreed between stakeholders Reflects the Deliverables identified in the schedules Complies with the Product Description.
	Represents an accurate and complete record of the Project Baseline
Quality Method	 Quality checked by the Customer Authority Programme as appropriate Approved by the relevant project Board identified in the governance structure
People or skills	Reviewers
required	Customer Authority Transition Manager
	Customer Authority Service Design lead
	Customer Authority architecture lead
	Customer Authority Information Assurance Lead
	Other contractors (as required)
	<u> </u>
	 Outgoing Service Providers (as required) Approval
	 Programme representatives, dependent on the stakeholders identified in the PID.
	For info to
	Stakeholders
	team members
	Other contractors

First Draft Delivery Date for Deliverable	
Planned Successful Approval Date for Deliverable	



Product Description Transition Risk and Accreditation Management Plan

B 1 4 TH	
Product Title	Transition Dieleged Association Management Dieg
Target Deta	Transition Risk and Accreditation Management Plan
Target Date Purpose	As detailed within the Detailed Implementation Plan
ruipose	 The purpose of the Transition Risk and Accreditation Management Plan Product is to: enable the Contractors to analyse the level of information risk exposure during Transition, prior to full accreditation; provide a summary of residual risk; maintain the security of all Services during Transition; ; and forms part of the Implementation Solution Baseline Documentation Set
Composition	Summary of Transition Project including:
(Table of	Dates
Contents)	Services being transitioned
	2) System overview - Summary of the system, including: • What is the system's purpose and business function? • Who is the system owner? • Who is the Information Asset Owner (IAO)? • Who provides support? - Summary of the technical solution: • Operational environment • Management environment • Security services - Summary of the operating solution: • Incident Management • System Administration • Security Operating Procedures - Transition Plan: • Describe how this system will operate during Transition Mode of Operation (TMO) • Describe how the security of this system will be maintained during TMO • Describe how the system will be migrated to a Final Mode of Operation (FMO) • Outline the plan to achieve FMO 3) Examine existing accreditation - Identify existing RMADS and/or accompanying Risk Management and Accreditation Documentation Set - Identify existing residual risks as stated in the existing Risk Management and Accreditation Documentation Set

	new connections;	
	new threat actors;	
	new information exchanges;	
	impact on Codes of Connection;	
	any existing controls which will be changed or removed by	
	transition; and	
	New risks or risks exacerbated by transition.	
	- BIA as determined from existing accreditation documents & as input to	
	new risk assessment	
	if this system will be considered as part of the organisational risk	
	assessment in FMO, state which focus of interest the	
	information assets will fall into; and	
	if the Accreditor requires a new information risk assessment,	
	state the methodology agreed (e.g. IAS1&2 Supplement) and	
	provide a full business impact analysis verified by the	
	Information Asset Owner	
	4) Summary of compliance for transitioning services	
	- Baseline Control Set*	
	- additional controls (DETECT & RESIST)*	
	- Code of Connection and other connection criteria	
	- Security Operating Procedures	
	- Results of IT Health Checks and status of remediation plans	
	* Use SecCOM to show compliance where appropriate	
	5) Risk Treatment	
	- Identify residual risks	
	- Identify remediation actions (including ITHC)	
	- Identify what will be fixed by moving to FMO	
	, ,	
	6) Security Case	
	- Case for accepting risk during transition including any assertion of	
	remediation achieved in FMO	
Format &	This document should not be a reproduction of existing RMADS and	
Presentation	should reference them & other documentation where relevant but	
	must provide an overview of all the above contents.	
	All Contractor documentation should be properly titled, versioned	
	etc.; so that people reading the document, are assured that they	
	have the correct 'up to dateness' of information.	
	 To that end, version should be incremented every time that the document is changed and other people may have either taken a 	
	copy of the previous version, or read the previous version.	
	 Version history must be revised at that point too, to allow a reader to 	
	understand the essence of the change.	
	 Finally, the document title and version should be included on the 	
	footer of each page to assist in positive identification of printed copy.	
	, 5	
Allocated to	Contractor Information Assurance	

PSN SERVICES CONTRACT PR/52/2014

OFFICIAL MASTER FINAL

Quality Criteria	 Does the document identify and describe risks in sufficient detail to enable the Customer Authority to make fully informed risk management decisions about transitioning services? Does the document support the objective of providing a coherent and consistent accreditation of services during the Transition Period Does the document reference source evidence that can be audited to validate the assertions made? 		
Quality Method	Customer Authority Accreditors to validate and approve the document content		
Internal Impact Assessment / Peer Review	Business Engagement: No No No Finance: No Organisation: No		
Sign-off	Procurement: No Service Management: No Service Management: No Service Yes Yes		
Approval & Sign-off	 Reviewers Customer Authority Information Assurance (IA) Other Customer Authority SMEs Approval Customer Authority Information Assurance Date signed off 		

ANNEX 2 – Transition Governance

Terms of reference for Transition Governance Board

D	The Transition Coversance Deard shall be used to review weekly
Purpose:	The Transition Governance Board shall be used to review weekly progress against the transition of the Detailed Implementation Plan and address all low level or emerging risks and issues.
	 The Transition Governance Board shall; be the Contractor's main management forums for delivering the Transition in accordance with this Agreement and the Detailed Implementation Plan; review Milestones, Products, Deliverables, activities, risks and issues that may impact the Detailed Implementation Plan; agree remedial action which can be maintained within the tolerances of the Contractor's Detailed Implementation Plan without impacting upon New Supplier's and Other Supplier's detailed transition plans (if appropriate); make recommendations, proposing amendments in scope or timing of Key Milestones; take a forward look of planned activities for the Contractor's Detailed Implementation Plan and associated Transition Workstream Plans, evaluate forthcoming Products, Deliverables and Milestones ensuring that appropriate resources are in place to deliver the next phase of the Project successfully; where additional resource requirements are identified, make recommendations, proposed amendments to the future resource
	profile; where appropriate, make recommendations and escalate risks and issues to the SRO.
Chair: (as	Contractor's Transition Manager
appropriate)	Customer Authority's Transition Manager Contractor's Assembly
Attendees:	Customer Authority's Transition Manager, Contractor's Account Manager
Optional Attendees:	As required: Contractor's Director of customer programmes, Contractor's workstream leads (as appropriate)
Frequency:	Initially weekly and thereafter as specified by the Customer Authority, commencing (or as required in response to key events or Project Milestones)
Terms of reference:	 Carry out the functions of a PRINCE2 Project board. Review the progress reports provided by the Contractor; Ensure all Contractors Transition and workstream dependencies, inter-dependencies, and Key Milestones are managed; Monitor progress against the Detailed Implementation Plans and associated workstream plans taking action where necessary to ensure that key and interim Transition Milestones are delivered to time and within budget tolerances;

1	
	 Review combined resource requirement for the next phase of the Project, Ratify all 'non-material' scope and timing changes to solutions and workstream lans scope of the Contractor; Reviewing progress against identified, risks and issues; Agree remedial action to address issues and agree contingency and mitigation actions against risks; Review/impact recommendations, proposed amendments in scope or timing of Key Milestones from New Suppliers and Other Suppliers Make timely escalation of any strategic or cross-work stream risks to the SRO; Highlight all settlement issues / decisions that require approval from the SRO.
Outline Agenda:	 Actions from previous meetings. Review of weekly Transition status reports. Review of Key Milestone status for the detailed Implementation Plan Review of risks, issues Review RFCs (including any emergency RFCs) Review forward load AOB
Meeting Inputs:	 The relevant Contractor Transition Manager shall prepare and present minutes and actions from the previous meeting; The relevant Contractor's Transition Manager shall prepare and present progress against the detailed Implementation Plan and all associated work streams; The relevant Contractor's Transition Manager shall prepare and present a weekly Project status report of forthcoming milestones and deliverables accounting for the Transition and each associated work stream; The relevant Contractor's Transition Manager shall prepare and present a forward look of the detailed Implementation, evaluating activities, milestones, deliverables due in the next phase of the Project, accounting for all associated work streams and present a plan for the provision appropriate resources to deliver successfully; The relevant Contractor's Transition Manager shall prepare and present the current risks & issues log; The relevant Contractor's Transition Manager shall prepare and present briefing papers, options papers and recommendations escalated from the associated work streams; The relevant Contractor's Transition Manager shall impact any changes in the scope of the Contractor's Detailed Implementation Plan against the New Supplier's detailed transition plans and present briefing papers, options papers and recommendations to be approved for escalation to the SRO; The relevant Contractor's Transition Manager shall prepare and present the current actions log; The relevant Contractor's Transition Manager shall prepare and present the current actions log;

CONTRACT FOR THE PROVISION OF PSN SERVICES - PR/52/2014

	present Requests for Change (RFCs).
Meeting Outputs:	 Updated risks, issues and actions; Agreed items for escalation to the SRO or the Transition Governance Board as required; Reviewed/Agreed/Approved Products and Deliverables; Agreed forward look of planned activities, evaluating activities, milestones, deliverables and the resources required to deliver the next Phase of the Project; Agreed consolidated progress reports for other relevant stakeholders; Agreed remedial action plans which can be maintained within the tolerances of the plan; Meeting minutes and actions log.



ANNEX 3 – Document Approval Procedure

1. BACKGROUND

- 1.1 The Parties acknowledge that:
 - 1.1.1 all Documentary Deliverables provided by the Contractor must meet the Customer Authority's requirements and the Quality Criteria; and
 - 1.1.2 this Document Approval Procedure is required to demonstrate that all Documentary Deliverables meet the Customer Authority's Service Requirements and the Quality Criteria.
- 1.2 This Document Approval Procedure shall apply to the review and Approval of any Documentary Deliverable that the Contractor is required to provide under this Agreement.
- 1.3 The Document Approval Procedure described in this Annex 3 to Schedule 4.1 (Implementation Plan) is a standard procedure that shall be followed by the Parties unless agreed otherwise in writing.
- 1.4 Subject to Paragraph 1.3 above, the Document Approval Procedure described in this Annex 3 is intended to support, and be supported by, effective joint working between the Contractor and all New Suppliers and all Other Suppliers in relation to creating the relevant Documentary Deliverable.
- 1.5 In planning any review, the parties shall consider and agree what third party involvement is appropriate, including the involvement of any Other Suppliers.
- 1.6 Where any such third parties are involved in a review, the Contractor shall provide such third parties with all necessary assistance and information in connection with the conduct of that review.

2. INTRODUCTION TO DOCUMENT APPROVAL PROCEDURE

- 2.1 This Annex 3 specifies the review and approval procedures for Documentary Deliverables.
- 2.2 The Contractor shall ensure that all Documentary Deliverables are identified in the relevant PID, or other relevant work-scoping document, including the timing of their delivery and review.
- 2.3 The Document Approval Procedure is designed to enable the Customer Authority, to review draft Documentary Deliverables produced by the Contractor against the Quality Criteria, and to approve such drafts subject to any required amendments being made.
- 2.4 The Document Approval Procedure commences with the agreement of the Product Description for the Documentary Deliverable, which sets out the Quality Criteria that the Documentary Deliverable must meet in order to be Approved.

- 2.5 The Document Approval Procedures for Documentary Deliverables are outlined below, covering:
 - 2.5.1 where necessary, development and approval of the Product Description for the Documentary Deliverable;
 - 2.5.2 key roles in reviewing and approving Documentary Deliverables;
 - 2.5.3 development of the review plan for the Documentary Deliverable;
 - 2.5.4 review procedure;
 - 2.5.5 consequences of Approval success and failure; and
 - 2.5.6 the requirement to record Approved Documentary Deliverables as Referenced Documents in accordance with Paragraph 4.6.

3. <u>DEVELOPMENT OF PRODUCT DESCRIPTIONS FOR DOCUMENTARY DELIVERABLES</u>

- 3.1 Other than where the Product Description is already in existence under this Agreement, where a Documentary Deliverable is subject to the Document Approval Procedure pursuant to Paragraph 1.2, the Contractor shall develop a draft Product Description materially in the format specified at Annex 3(i) to this Schedule 4.1 (Implementation Plan) and/or in accordance with any applicable, more specific template Product Description under this Agreement and shall make the draft Product Description available to the Customer Authority for review.
- 3.2 The Contractor shall ensure that the Product Description is in a form approved by the Customer Authority by any date specified in this Agreement for this to have been achieved, or, in the absence of any such date being specified, in sufficient time to enable the applicable Documentary Deliverable to be delivered for review and to be Approved by the applicable date(s) for those activities.
- 3.3 The Customer Authority shall review the draft Product Description in order to determine whether:
 - 3.3.1 it is in the format specified in Annex 3(i); and
 - 3.3.2 the Customer Authority believes that the Quality Criteria contained within the Product Description reflect the objective of the Documentary Deliverable and any requirements of this Agreement that relate to the Documentary Deliverable.
- 3.4 The Customer Authority shall undertake this review of the draft Product Description, and shall notify the Contractor of the outcome of the review, within ten (10) Working Days of the Customer Authority receiving the draft Product Description, or within such other period as may be agreed between the parties.
- 3.5 Where the draft Product Description meets the criteria set out in Paragraph 3.3, the Customer Authority shall notify its agreement of the Product Description in writing to the Contractor.

- 3.6 Where the draft Product Description does not meet such criteria, the Customer Authority shall notify the Contractor, specifying the reasons why the draft has not been agreed.
- 3.7 If Paragraph 3.6 applies, the Contractor shall liaise with the Customer Authority to understand and complete the necessary changes and, subject to Paragraph 3.2, shall issue to the Customer Authority within five (5) Working Days a revised draft Product Description, with all changes clearly highlighted.

4. <u>DEVELOPMENT OF DOCUMENTARY DELIVERABLES</u>

4.1 Key roles in reviewing and Approving Documentary Deliverables

- 4.1.1 For each Documentary Deliverable review, both parties shall appoint a member of their organisation that shall act as the lead role in the active management of the progression of each draft Documentary Deliverable through to Approval.
- 4.1.2 The Customer Authority may involve third parties in the review. In this event, the Customer Authority may share draft Documentary Deliverables with such third parties, and may invite them to participate in review meetings.

4.2 Agreement of Document Review Plan for Documentary Deliverables

- 4.2.1 Other than to the extent already reflected in this Agreement or agreed by the parties, the Contractor shall propose for Approval by the Customer Authority a Document Review Plan (which may be included in the Product Description), which will be consistent with:
 - 4.2.1.1 the overall timescale for development and Approval of the Documentary Deliverable, as set out in the relevant Project Initiation Document, or any other relevant work scoping document; and
 - 4.2.1.2 agreed Customer Authority's Responsibilities with regard to the resourcing of review activity.
- 4.2.2 The Document Review Plan will record the following dates:
 - 4.2.2.1 the First Draft Delivery Date;
 - 4.2.2.2 the date by which the Customer Authority will notify the Contractor of the outcome of its review of the first draft and provide any review comments:
 - 4.2.2.3 the date by which the Customer Authority and the Contractor will meet to review the comments;
 - 4.2.2.4 the date by which the Contractor shall submit a revised draft Documentary Deliverable;
 - 4.2.2.5 the date by which the Customer Authority shall check the revised draft; and

- 4.2.2.6 the Planned Approval Date.
- 4.2.3 If the Contractor does not propose a Document Review Plan (or propose one acceptable to the Customer Authority) by the applicable date in this Agreement for this to occur (or, in the absence of such a date, in sufficient time to enable the applicable Documentary Deliverable to be delivered for review and to be Approved by the applicable date(s) for those activities), the Customer Authority may specify the Document Review Plan.

4.3 Review Procedure for Documentary Deliverables

- 4.3.1 The Parties shall conduct the review in accordance with the Document Review Plan and the timescales specified therein.
- 4.3.2 The Contractor shall produce and issue by the First Draft Delivery Date a complete draft Documentary Deliverable for review by the Customer Authority, in accordance with the Document Review Plan.
- 4.3.3 The Contractor shall not submit a draft Documentary Deliverable for review by the Customer Authority without first verifying that the draft Documentary Deliverable:
 - 4.3.3.1 is in accordance with the format, scope and Quality Criteria specified in the applicable Product Description;
 - 4.3.3.2 is clearly written, in language that those parties who will need to refer to the document can understand;
 - 4.3.3.3 is complete, with an appropriate level of detail and any relevant cross-references; and
 - 4.3.3.4 has no obvious errors of spelling, grammar, numbering or order, duplications or omissions.
- 4.3.4 The Customer Authority shall review the draft Documentary Deliverable in order to determine whether it meets the applicable Quality Criteria or not, and shall notify the Contractor of the outcome of this review, in accordance with the Document Review Plan.
- 4.3.5 Where the Customer Authority review determines that the draft meets all the applicable Quality Criteria, the review shall be concluded at this point, and the Customer Authority shall notify the Contractor of Approval success in accordance with Paragraph 4.4.
- 4.3.6 Where the Customer Authority rejects the draft Documentary Deliverable, because it does not meet all the applicable Quality Criteria or the Customer Authority's requirements, the Customer Authority shall specify its reasons for rejection in the form of collated review comments to the Contractor, and the following procedures shall apply:
 - 4.3.6.1 the parties shall meet to discuss the Customer Authority's review comments and to agree and document the necessary changes to

the draft Documentary Deliverable that are required to achieve Approval;

- 4.3.6.2 the Contractor shall produce a revised draft Documentary Deliverable, incorporating all agreed changes, with changes clearly highlighted, for review by the Customer Authority in accordance with the Document Review Plan; and
- 4.3.6.3 the Customer Authority shall review the revised draft Documentary Deliverable in order to determine whether the agreed changes have been made and whether the revised raft now meets the applicable Quality Criteria or not, and shall notify the Contractor of the outcome of this review, in accordance with the Document Review Plan.
- 4.3.7 Where the Customer Authority rejects the revised draft Documentary Deliverable, the Customer Authority shall notify the Contractor of the reasons for its rejection of the draft. In this event, the Contractor shall liaise with the Customer Authority to understand and complete the necessary changes and shall issue a further revised draft Documentary Deliverable for review and Approval.
- 4.3.8 The Contractor shall inform the Customer Authority of any failure or likely failure to meet a date in the Document Review Plan as soon as such failure becomes known to the Contractor.
- 4.3.9 The Document Review Plan may only be changed with the Customer Authority's prior written consent.

4.4 Approval Success

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

4.5 **Approval Failure**

If all applicable Quality Criteria are not met by the Planned Approval Date and in accordance with the Document Approval Procedure, the Customer Authority shall notify the Contractor of Approval failure and Paragraphs 4.3.6 to 4.3.8 shall apply.

4.6 Referenced Documents

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

ANNEX 3 (i)

FORMAT FOR PRODUCT DESCRIPTIONS

FOR

DOCUMENTARY DELIVERABLES

PRODUCT REFERENCE	
Title of Deliverable	
Purpose of Deliverable	_
Project or Programme	
Scope of Deliverable	
Format & Presentation of Deliverable	
Composition of Deliverable	
Derivation of Deliverable	
Allocated to	
Quality Criteria for Deliverable	
Quality Method	
People or skills required	
First Draft Delivery Date for Deliverable	
Planned Successful Approval Date for Deliverable	