

# Schedule 8 (Implementation Plan & Testing)

## Part A - Implementation

### 1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

<b>"Delay"</b>	(a) a delay in the Achievement of a Milestone by its Milestone Date; or  (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
<b>"Delay Deduction"</b>	any deduction to the Milestone Payments made in accordance with Paragraph 6;
<b>"Deliverable Item"</b>	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
<b>"Expo Start Date"</b>	means the 13th of April 2025 or, in the event that the Expo Committee formally delay the Expo event, such other date as is notified to the Supplier by the Buyer in writing;
<b>"Implementation Period"</b>	has the meaning given to it in Paragraph 7.1;
<b>"Milestone Payment"</b>	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;

### 2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 10 days after the Effective Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
  - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

### **3. Reviewing and changing the Implementation Plan**

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis which shall be at least monthly.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Deductions shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a Material Default.

### **4. Security requirements before the Start Date**

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Start Date. The Supplier shall ensure that this is reflected in their Implementation Plan.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Contract Period.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

### **5. What to do if there is a Delay**

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
  - 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;

- 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
- 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

## **6. Compensation for a Delay**

- 6.1 If a Deliverable that is included in the Implementation Plan for a particular Milestone is Delayed the Buyer may withhold 10% of any Milestone Payment due in respect of such Milestone until a Satisfaction Certificate has been issued by the Buyer in respect of such Deliverable and the Milestone has been Achieved.
- 6.2 If two or more Deliverables that are included in the Implementation Plan for a particular Milestone are Delayed the Buyer may withhold 30% of the Milestone Payment due in respect of such Milestone until a Satisfaction Certificate has been issued by the Buyer in respect of such Deliverable and the Milestone has been Achieved.
- 6.3 For the avoidance of doubt, any deduction to the Milestone Payment made in accordance with paragraphs 6.1 and 6.2 shall be made before the Management Fee is applied to that Milestone Payment.
- 6.4 The Buyer will pay any amounts withheld as a Milestone Deduction as a Milestone Payment under Schedule 3 (Charges) on the issuing of a Satisfaction Certificate in respect of all outstanding Deliverables which the relevant Milestone Deduction applied to.
- 6.5 The right to deduct payments from the Milestone Payments shall be without prejudice to any other rights the Buyer may have under the Contract including but not limited to the right to terminate in accordance with clause 14.5 (When the Buyer can end the Contract).

## **7. Implementation Plan**

- 7.1 The Implementation Period will be from the Effective Date until the Expo Start Date.
- 7.2 The Supplier's full-service obligations shall formally be assumed on the Start Date as set out in Award Form
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
  - 7.3.1 work cooperatively and in partnership with the Buyer to understand the scope of Services;
  - 7.3.2 work with the Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
  - 7.3.3 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including as detailed in the Specification, deliverables and dependencies.
- 7.4 The Implementation Plan will include detail stating:
  - 7.4.1 how the Supplier will work with the Buyer Authorised Representative to capture and load up information such as asset data; and

- 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
  - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
  - 7.5.2 mobilise all the Services specified in the Specification within this Contract;
  - 7.5.3 manage and report progress against the Implementation Plan;
  - 7.5.4 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
  - 7.5.5 attend Progress Meetings (frequency of such meetings shall be weekly) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
  - 7.5.6 ensure that all risks associated with the Implementation Period are minimised.

## **8. Risk**

- 8.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
  - 8.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
  - 8.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates

## Annex 1: Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

<b>Milestone</b>	<b>Deliverable Items</b>	<b>Buyer Responsibilities</b>	<b>Milestone Payments</b>
Phase 1: Effective Date to 19 <sup>th</sup> August 2024	Implementation Deliverables have been divided by Service Area and have been presented as five tables throughout Schedule 2 (Specification). The tables provide a none-exhaustive list of Implementation Deliverables which must be Delivered by the Supplier, subject to final Approval from the Buyer. The tables can be found under the following headings within the Specification:  <ul style="list-style-type: none"> <li>Table 1a: Events Management Services, Implementation Deliverables.</li> <li>Table 2a: Retail Services, Implementation Deliverables.</li> <li>Table 3a: Restaurant &amp; Bars Services, Implementation Deliverables.</li> <li>Table 4a: Staffing &amp; Operational Services, Implementation Deliverables.</li> <li>Table 5a: All Service Areas, Implementation Deliverables.</li> </ul>	As set out in the Specification	<b>[This text has been redacted]</b>
Phase 2: 20 <sup>th</sup> August 2024 to 19 <sup>th</sup> November 2024		As set out in the Specification	<b>[This text has been redacted]</b>
Phase 3: 20 <sup>th</sup> November 2024 to 19 <sup>th</sup> February 2025		As set out in the Specification	<b>[This text has been redacted]</b>
Phase 4: 20 <sup>th</sup> February 2025 to the 12 <sup>th</sup> of April 2025		As set out in the Specification	<b>[This text has been redacted]</b>

The Implementation Plan will cover (but not be limited too) all activities detailed within the five tables listed in this Annex 1, found within Schedule 2 (Specification).

The Implementation Plan will cover all key milestones required under the FOS contract to achieve full operational services for the UKP in time for Expo Live.

## Annex 2: Satisfaction Certificate for Stage 1 Implementation

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

### Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Contract**") [insert Contract reference number] relating to the provision of the full operational services for the UK pavilion between the **Secretary of State for Business and Trade** ("**Buyer**") and [insert Supplier name] ("**Supplier**") dated [insert Effective Date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in this Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have met the achievement criteria for that [Deliverable/Milestone] and have been approved by the Buyer

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]