Schedule 6.2 - Testing Procedures

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

Material Test Issue	a Test Issue of Severity Level Critical or Moderate (as defined in Annex 1);
Severity Level	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
Test Certificate	a certificate materially in the form of the document contained in Annex 2 issued by the Authority when a Deliverable has satisfied its relevant Test Success Criteria;
Test Issue	any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
Test Issue Management Log	a log for the recording of Test Issues as described further in Paragraph 8.1;
Test Plan	a plan for the Testing of Deliverables and setting out other agreed criteria related to the achievement of Milestones (if applicable) as described further in Paragraph 5;
Test Reports	the reports to be produced by the Supplier setting out the results of Tests;
Test Strategy	a strategy for the conduct of Testing as described further in Paragraph 4;
Test Success Criteria	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 6;
Test Witness	any person appointed by the Authority pursuant to Paragraph 9.1;
Testing Procedures	the applicable testing procedures set out in this Schedule; and
Testing Remediation Plan	a plan agreed between the Supplier and the Authority to rectify a Test Issue, as further detailed in Annex 1.

2 Risk

2.1 The issue of a Test Certificate, a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:

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

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

(i) all or any element of the Deliverables to which a Test Certificate relates; or

(ii) any Milestone to which the Milestone Achievement Certificate relates.

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

2.2.1 the Detailed Solutions as designed and developed are suitable for the delivery of the Services and meet the Authority Requirements;

2.2.2 the Services are implemented in accordance with this Agreement; and

2.2.3 each Target Performance Level is met from the relevant Operational Service Commencement Date.

3 Testing Overview

3.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy and the Test Plans.

3.2 The Supplier shall not submit any Deliverable for Testing:

(a) unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

(b) until the Authority has issued a Test Certificate in respect of any prior, dependent Deliverable(s) (if applicable); and

(c) until the Parties have agreed the Test Plan relating to the relevant Deliverable(s).

3.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan or the relevant Detailed Solution (as applicable) for the commencement of Testing in respect of the relevant Deliverable.

3.4 Prior to the issue of a Test Certificate, the Authority shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3.5 Any Disputes between the Authority and the Supplier regarding Testing shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

4 Test Strategy

4.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Effective Date but in any case no later than 20 Working Days (or such other period as the Parties may agree in writing) after the Effective Date.

4.2 The final Test Strategy shall include:

(a) an overview of how Testing will be conducted in accordance with the Implementation Plan;

(b) the process to be used to capture and record Test results and the categorisation of Test Issues;

(c) the method for mapping the expected Test results to the Test Success Criteria;

(d) the procedure to be followed if a Deliverable fails to satisfy the Test Success Criteria or produces unexpected results, including a procedure for the resolution of Test Issues;

(e) the procedure to be followed to sign off each Test;

(f) the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues;

(g) the names and contact details of the Authority's and the Supplier's Test representatives;

(h) a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Authority and/or third party involvement in the conduct of the Tests;

(i) the technical environments required to support the Tests; and

(j) the procedure for managing the configuration of the Test environments.

5 Test Plans

5.1 Where Testing is required for any elements of a Detailed Solution, the Supplier shall incorporate the Test Plan in the relevant Detailed Solution and shall ensure that the Test Plan meets the requirements of Paragraph 5.3 below.

5.2 In all other cases, the Supplier shall develop Test Plans and submit these for the approval of the Authority as soon as practicable but in any case no later than 20 Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start date for the relevant Testing (as specified in the Implementation Plan) or the relevant Detailed Solution (as applicable).

5.3 Each Test Plan shall include as a minimum:

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

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

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

(ii) the Testing mechanism;

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

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

(v) the format and an example of Test progress reports and the process with which the Authority accesses daily Test schedules;

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

(vii) the Test Schedule;

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

(ix) if relevant, the specification of any Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Authority and the extent to which it is equivalent to live operational data;

(x) a plan to make the resources available for Testing;

(xi) Test scripts (if applicable);

(xii) Test pre-requisites and the mechanism for measuring them; and

(xiii) expected Test results (if applicable), including a mechanism to be used to capture and record Test results and a method to process the Test results to establish their content; and

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

5.4 The Authority shall not unreasonably withhold or delay its approval of the Test Plans provided that the Supplier shall incorporate any reasonable requirements of the Authority in the Test Plans.

6 Test Success Criteria

6.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 5.

7 Testing

7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

7.2 The Supplier shall manage the progress of Testing and carry out tests in accordance with the relevant Test Plan. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.

7.3 The Supplier shall notify the Authority at least 10 Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Authority shall ensure that the Test Witnesses attend the Tests, except where the Authority has specified in writing that such attendance is not necessary.

7.4 The Authority may raise and close Test Issues during the Test witnessing process described in paragraph 9.

7.5 The Supplier shall provide to the Authority in relation to each Test:

(a) a draft Test Report not less than 2 Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and

(b) the final Test Report within 5 Working Days (or such other period as the Parties may agree in writing) of completion of Testing.

7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

(a) an overview of the Testing conducted;

(b) identification of the relevant Test Success Criteria that have been satisfied;

(c) identification of the relevant Test Success Criteria that have not been satisfied together with the Supplier's explanation of why those criteria have not been met;

(d) the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;

(e) the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and

(f) the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

8 Test Issues

8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Supplier shall update the Test Issue Management Log to log Test Issues reflecting the Severity Level allocated to each Test Issue.

8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Authority upon request.

8.3 The Authority shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9 Test Witnessing

9.1 The Authority may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Authority, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

9.3 The Test Witnesses:

(a) shall actively review the Test documentation;

(b) will attend and engage in the performance of the Tests on behalf of the Authority so as to enable the Authority to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

(c) shall not be involved in the execution of any Test;

(d) shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan;

(e) may produce and deliver their own, independent reports on Testing, which may be used by the Authority to assess whether the Tests have been Achieved;

(f) may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

(g) may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10 Test Quality Audit

10.1 Without prejudice to its rights pursuant to Clause 12 (Records, Reports, Audits & Open Book Data), the Authority may perform on-going quality audits in respect of any part of the Testing (each a Testing Quality Audit) subject to the provisions set out in the agreed Quality Management Detailed Solution.

10.2 The focus of the Testing Quality Audits shall be on:

(a) adherence to an agreed methodology;

(b) adherence to the agreed Testing process;

(c) adherence to the Quality Management Detailed Solution;

(d) review of status and key development issues; and

(e) identification of key risk areas.

10.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

10.4 The Authority will give the Supplier at least 5 Working Days' written notice of the Authority's intention to undertake a Testing Quality Audit and the Supplier may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Supplier's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Authority will materially and adversely impact the Implementation Plan.

10.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in or monitoring the activities being undertaken pursuant to this Schedule, the Authority witnessing Tests and demonstrations of the Deliverables to the Authority. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Authority on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Authority to enable it to carry out the Testing Quality Audit.

10.6 If the Testing Quality Audit gives the Authority concern in respect of the Testing Procedures or any Test, the Authority shall:

(a) discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and

(b) subsequently prepare a written report for the Supplier detailing its concerns,

and the Supplier shall, within a reasonable timeframe, respond in writing to the Authority's report.

10.7 In the event of an inadequate response to the Authority's report from the Supplier, the Authority (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Milestone Achievement Certificate (if applicable)) until the issues in the report have been addressed to the reasonable satisfaction of the Authority.

11 Outcome of Testing

11.1 The Authority shall issue a Test Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Authority shall notify the Supplier and the consequences set out in Annex 1 shall apply.

11.3 The Supplier shall undertake all necessary steps as identified in the table set out in Annex 1, including rectifying the relevant failure and, to the extent appropriate, undertaking repeat Acceptance Tests at no additional cost to the Authority.

11.4 Where the Supplier fails to rectify a Moderate Failure (as defined in Annex 1) by the timescale set out in any Testing Remediation Plan agreed with the Authority, without prejudice to any other remedies available to the Authority, the Authority shall be entitled to escalate the Moderate Failure to a Critical Failure (as defined in Annex 1) by providing written notice to the Supplier, which shall take effect upon receipt of such notice by the Supplier.

11.5 The Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Agreement, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

12 Issue of Milestone Achievement Certificate

12.1 The Authority shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:

(a) the issuing by the Authority of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

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

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

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

(a) the applicable Test Issues; and

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

Annex 1 - Test Issues – Severity Levels

Degree of Failure	Definition	Consequences and Resulting Steps
Critical	One or more material element(s) of the relevant Deliverable does not meet the Test Success Criteria in the reasonable opinion of the Authority.	The Supplier and the Authority shall agree a Testing Remediation Plan to rectify the Test Issue(s). The Testing Remediation Plan shall set out the steps that the Supplier shall take to rectify the Test Issues and the timescales in which such actions shall be taken. Where the Test is linked to Achievement of a Milestone: 1. The relevant Milestone Achievement Certificate shall not be issued. 2. The Milestone Payment for the relevant Milestone shall not be paid to the Supplier until the critical failure is rectified and the Tests are repeated successfully and the relevant Milestone Achievement Certificate has been issued. 3. The Supplier shall not proceed to any related stages of implementation until the Critical Failure has been rectified and the Tests have been repeated successfully.

Degree of Failure	Definition	Consequences and Resulting Steps
Moderate	An element of the relevant Deliverable does not meet the Test Success Criteria (in the reasonable opinion of the Authority) but the Supplier has proposed a work-around that is acceptable to the Authority.	The Supplier and the Authority shall agree a Testing Remediation Plan to rectify the Test Issue(s). The Testing Remediation Plan shall set out the steps that the Supplier shall take to rectify the Test Issues and the timescales in which such actions shall be taken. Where the Test is linked to Achievement of a Milestone: 1. The relevant Milestone Achievement Certificate shall not be issued. 2. The Milestone Payment for the relevant Milestone shall not be paid to the Supplier until the moderate failure is rectified and the Acceptance Tests Trials are repeated successfully and the relevant Milestone Achievement Certificate has been issued. 3. The Supplier may proceed to the next phase of the implementation with the written agreement of the Authority provided that the Authority has agreed a Testing Remediation Plan for rectifying the Moderate Failure and repeating the Tests.

Degree of Failure	Definition	Consequences and Resulting Steps
Minor	A minor element of the relevant Deliverable does not meet the Test Success Criteria (in the reasonable opinion of the Authority) but such issue shall not cause any significant inconvenience to the Authority and the Supplier has confirmed that such issue can be rectified without any disruption to the Services.	The Supplier and the Authority shall agree a Testing Remediation Plan to rectify the Test Issue(s). The Testing Remediation Plan shall set out the steps that the Supplier shall take to rectify the Test Issues and the timescales in which such actions shall be taken. Where the Test is linked to Achievement of a Milestone: 1. A conditional Milestone Achievement Certificate may be issued by the Authority. 2. The Milestone Payment for the relevant Milestone may be paid subject to rectification of the issue in accordance with the conditions of the conditional Milestone Certificate. 3. The Supplier may proceed to the next phase of the implementation with the written agreement of the Authority and provided that the Authority has agreed a plan and timescale for rectifying the minor failure.

Annex 2 - Test Certificate

To: [NAME OF SUPPLIER]

FROM: The Secretary of State for Work and Pensions

[Date]

Dear Sirs,

Test Certificate

Deliverables: [insert description of Deliverables]

We refer to the agreement (the Agreement) relating to the provision of the Services between The Secretary of State for Work and Pensions (the Authority) and [name of Supplier] (the Supplier) dated [date].

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

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

OR

[This Test Certificate is issued pursuant to Paragraph 11.1 of Schedule 6.2 (Testing Procedures) of the Agreement on the condition that any Test Issues are remedied in accordance with the Testing Remediation Plan attached to this certificate.]*

*delete as appropriate

Yours faithfully

[Name]

[Position]

acting on behalf of [name of Authority]

Annex 3 - Milestone Achievement Certificate

To: [NAME OF SUPPLIER]

FROM: The Secretary of State for Work and Pensions

[Date]

Dear Sirs,

MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: [insert description of Milestone]
We refer to the agreement (the **Agreement**) relating to the provision of the Services between The Secretary of State for Work and Pensions (the **Authority**) and [name of Supplier] (the **Supplier**) dated [date].

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

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

OR

[This Milestone Achievement Certificate is granted pursuant to Paragraph 12.1 of Schedule 6.2 (Testing Procedures) of the Agreement on the condition that any Test Issues are remedied in accordance with the Testing Remediation Plan attached to this certificate.]*

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

*delete as appropriate

Yours faithfully

[Name]

[Position]

acting on behalf of [Authority]