Schedule 6.1

Implementation and Detailed Solution Development

Part A – Implementation Plan and Additional Operational Services Implementation Plans

1 Introduction

1.1 This Schedule defines the process for the review and update of the Implementation Plan contained in Annex 1 and each Additional Operational Services Implementation Plan during the Term.

1.2 The Implementation Plan and each Additional Operational Services Implementation Plan shall include (without limitation):

1.2.1 Milestones including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate;

1.2.2 a timetable for delivery of Detailed Solutions in accordance with the dates specified in Schedule 2.1 (Statement of Requirements);

1.2.3 proposed resources to be deployed including people, Key Personnel and materials and equipment;

1.2.4 confirmation of what support (if any) is required from the Authority;

1.2.5 assessment of risks relating to the delivery of the Services or part thereof and issues, assumptions and dependencies associated with the Implementation Plan or the Additional Operational Services Implementation Plan (as applicable) and any mitigation strategies applicable to the same; and

1.2.6 a progress reporting regime.

2 Approval of Implementation Plan Detailed Solution

2.1 The draft Implementation Plan Detailed Solution submitted by the Supplier on the Effective Date (in accordance with Annex A of Schedule 2.1 (Statement of Requirements)) shall be a Draft Detailed Solution and as such shall be submitted to the Authority for approval in accordance with Part B of this Schedule 6.1.

2.2 Once the draft Implementation Plan Detailed Solution is approved by the Authority in accordance with Part B of this Schedule 6.1, the approved Implementation Plan Detailed Solution shall be the Implementation Plan that populates Annex 1 of this Schedule 6.1 and shall be subject to the provisions of this Part A.

3 Updates to and Maintenance of the Implementation Plan

3.1 The Supplier shall submit a revised Implementation Plan to the Authority for approval pursuant to Paragraph 4 (Approval of Updates to the Implementation Plan) every Month, starting 1 Month from the Effective Date.

3.2 Without prejudice to Paragraph 2.1, the Authority shall be entitled to request a revised Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Implementation Plan to the Authority within 5 Working Days of receiving such a request from the Authority (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure).

3.3 Any revised Implementation Plan shall (subject to Paragraph 3.5) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3.

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

3.4.1 any amendments to elements of the Implementation Plan as agreed between the Parties on the date of this Agreement shall be deemed to be material amendments; and

3.4.2 in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 33 (Authority Cause).

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

3.6 The Supplier shall not be able to claim its costs and expenses arising from or attributable to the revision of the Implementation Plan hereunder.

4 Approval of Updates to the Implementation Plan

4.1 The Authority and the Supplier shall agree the format for submission of updates to the Implementation Plan at the OPR Group. The Supplier shall thereafter ensure that the revised Implementation Plan is produced in the required format which shall be either:

4.1.1 PDF format;

4.1.2 Microsoft Project; or

4.1.3 Microsoft Excel.

4.2 Prior to the submission of any revisions to the Implementation Plan to the Authority in accordance with this Part A, the Authority shall have the right to:

4.2.1 review any documentation produced by the Supplier in relation to the development of the Implementation Plan, including:

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

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

(c) any other work in progress in relation to the Implementation Plan; and

4.2.2 require the Supplier to include any reasonable changes or provisions in the Implementation Plan.

4.3 Following receipt of the draft revised Implementation Plan from the Supplier, the Authority shall:

4.3.1 review and comment on the proposed revisions to the Implementation Plan as soon as reasonably practicable; and

4.3.2 notify the Supplier in writing that it:

(a) approves; or

(b) rejects,

the revisions to the Implementation Plan no later than 10 Working Days after the date on which the revised Implementation Plan is first delivered to the Authority.

4.4 If the Authority rejects the proposed update to the Implementation Plan, the:

4.4.1 Authority shall inform the Supplier in writing of its reasons for its rejection; and

4.4.2 Supplier shall then revise the Implementation Plan (taking reasonable account of the Authority's reasons for rejection) and shall re-submit a revised draft of the Implementation Plan to the Authority for the Authority's approval within 5 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 4.3 and this Paragraph 4.4 shall apply again to any resubmitted revised draft of the Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

4.5 If the Authority approves the revised draft of the Implementation Plan pursuant to Paragraph 3.3, it shall replace the existing Implementation Plan from the date of the Authority's notice of approval.

5 Updates to and Maintenance of Additional Operational Services Implementation Plans

5.1 The Supplier shall submit a revised version of each Additional Operational Services Implementation Plan to the Authority for approval pursuant to Paragraph 5 (Approval of Updates to Additional Operational Services Implementation Plans) every 1 Month starting 1 Month from the date that the Additional Operational Services Implementation Plan was first Approved by the Authority.

5.2 Without prejudice to Paragraph 4.1, the Authority shall be entitled to request a revised Additional Operational Services Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Additional Operational Services Implementation Plan to the Authority within 5 Working Days of receiving such a request from the Authority (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure).

5.3 Any revised Additional Operational Services Implementation Plan shall (subject to Paragraph 4.5) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 5.

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

5.4.1 any amendments to elements of an Additional Operational Services Implementation Plan as agreed between the Parties on the date of this Agreement shall be deemed to be material amendments; and

5.4.2 in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 33 (Authority Cause).

5.5 Any proposed amendments to an Additional Operational Services Implementation Plan shall not come into force until they have been approved by the Authority.

5.6 The Supplier shall not be able to claim its costs and expenses arising from or attributable to the revision of an Additional Operational Services Implementation Plan hereunder.

6 Approval of Updates to Additional Operational Services Implementation Plans

6.1 The Authority and the Supplier shall agree the format for submission of updates to any Additional Operational Services Implementation Plans at Project Board. The Supplier shall thereafter ensure that such revised Additional Operational Services Implementation Plan is produced in the required format which shall be either:

6.1.1 PDF format;

6.1.2 Microsoft Project; or

6.1.3 Microsoft Excel.

6.2 Prior to the submission of any revisions to an Additional Operational Services Implementation Plan to the Authority in accordance with this Part A, the Authority shall have the right to:

6.2.1 review any documentation produced by the Supplier in relation to the development of such Additional Operational Services Implementation Plan, including:

(a) details of the Supplier's intended approach to the Additional Operational Services Implementation Plan and its development;

(b) copies of any drafts of the Additional Operational Services Implementation Plan produced by the Supplier; and

(c) any other work in progress in relation to the Additional Operational Services Implementation Plan; and

6.2.2 require the Supplier to include any reasonable changes or provisions in the Additional Operational Services Implementation Plan.

6.3 Following receipt of a draft revised Additional Operational Services Implementation Plan from the Supplier, the Authority shall:

6.3.1 review and comment on the proposed revisions to the Additional Operational Services Implementation Plan as soon as reasonably practicable; and

6.3.2 notify the Supplier in writing that it:

(a) approves; or

(b) rejects,

the revisions to the Additional Operational Services Implementation Plan no later than ten (10) Working Days after the date on which the revised Additional Operational Services Implementation Plan is first delivered to the Authority.

6.4 If the Authority rejects the proposed update to the Additional Operational Services Implementation Plan:

6.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and

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

6.5 If the Authority approves the revised draft of an Additional Operational Services Implementation Plan pursuant to Paragraph 5.3, it shall replace the existing Additional Operational Services Implementation Plan from the date of the Authority’s notice of approval.

7 OPR Group and Operational Readiness Reporting

7.1 The Supplier’s performance against the Implementation Plan and any Additional Operational Services Implementation Plan shall be monitored at meetings of the OPR Group. In preparation for such meetings, the current Implementation Plan or Additional Operational Services Implementation Plan (as applicable) shall be provided by the Supplier to the Authority not less than 5 Working Days in advance of each meeting of the OPR Group.

7.2 At least every two weeks during the Implementation Phase (up to successful achievement of Operational Readiness), the Supplier shall provide a report to the Authority in relation to its progress towards successful achievement of Operational Readiness (**Interim Operational Readiness Reports**). Such reports shall include a progress and status update for each of the items required to demonstrate Operational Readiness as set out in Schedule 6.4 (Operational Readiness and Transformation Trials).

8 Government Reviews

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

Part B – Detailed Solution Development

1 Introduction

The provisions of this Part B shall apply whenever any Draft Detailed Solution relating to the relevant Service Element is required to be reviewed, Approved or otherwise processed. For the avoidance of doubt, this Part B shall not apply to any Detailed Solutions that the Authority has approved prior to the Effective Date.

2 Draft Detailed Solutions

2.1 By the Relevant Draft Detailed Solution Submission Date the Supplier shall submit to the Authority a Draft Detailed Solution for review by the Authority pursuant to the terms of this Part B.

2.2 The Authority shall review the relevant Draft Detailed Solution and provide comments (including any comments relating to the Authority's strategic objectives) on the relevant Draft Detailed Solution by not later than 10 Working Days following the date of receipt pursuant to Paragraph 2.1.

2.3 Any comments provided by the Authority pursuant to Paragraph 2.2 or any elements of the Draft Detailed Solution which have not been commented on by the Authority shall not be interpreted or deemed in any way whatsoever to be Approved by the Authority pursuant to the terms of this Schedule or otherwise.

3 Detailed Solution Submission

3.1 The Supplier shall amend the Draft Detailed Solution and shall submit 1 electronic copy of the Detailed Solution (revised in accordance with the Authority's comments pursuant to Paragraph 2.2) (**Detailed Solution Submission**) to the Authority within 5 Working Days of receipt of a response from the Authority pursuant to Paragraph 2.2 (the **Relevant Detailed Solution Submission Date**).

3.2 In relation to each Detailed Solution Submission, and without prejudice to the Authority's rights and remedies under this Agreement, the following procedure shall apply:

3.2.1 The Authority shall within 5 Working Days of the date of receipt of the Detailed Solution Submission by the Supplier (or such other period as the Parties may agree), return 1 copy of the relevant Detailed Solution Submission to the Supplier marked “Approved” or “Rejected” (and in this Part B references to Approves and Reject and Rejection and Rejecting shall be construed accordingly) as appropriate;

3.2.2 If the Authority fails to return a copy of the relevant Detailed Solution Submission in accordance with Paragraph 3.2.1, the Parties shall meet as soon as reasonably practicable and in any event within 5 Working Days of the date on which the Authority should have responded pursuant to Paragraph 3.2.1 (the **Clarification Meeting**); and

3.2.3 At the Clarification Meeting the Authority shall return 1 copy of the relevant Detailed Solution Submission to the Supplier marked Approved or Rejected as appropriate. If the Authority does not attend the Clarification Meeting or does not return 1 copy of the relevant Detailed Solution Submission as required pursuant to this Paragraph 3.2.3 then the matter shall be resolved in accordance with the Dispute Resolution Procedure.

4 Further Information

4.1 The Supplier shall submit any further or other information, data and documents that the Authority reasonably requires in order to determine whether it has a basis for Rejecting any Detailed Solution Submission in accordance with this Part B. If the Supplier does not submit any such information, data and documents, the Authority shall be entitled to:

4.1.1 Reject the Detailed Solution Submission on the basis of the information, data and documents which have been provided; or

4.1.2 Reject the Detailed Solution Submission on the grounds that insufficient information, data and documents have been provided to enable the Authority to determine whether it has a legitimate basis for Rejecting in accordance with this Part B.

5 Rejection

5.1 Where the Authority Rejects any Detailed Solution Submission it shall act reasonably and shall provide reasons for such Rejection to the Supplier.

6 Grounds for Rejection

6.1 The Authority may Reject any Detailed Solution Submission on the grounds set out in Paragraph 4.1 above or on the grounds that the Detailed Solution Submission would (on the balance of probabilities):

6.1.1 breach any Law, or would otherwise not be in accordance with any consent necessary for the performance of the Services hereunder;

6.1.2 not be in accordance with Good Industry Practice;

6.1.3 not be in accordance with the Supplier's obligations under this Agreement;

6.1.4 adversely affect the Supplier's (or any other member of the Authority Supply Chain's) ability to perform its obligations under the Agreement (or, in the case of a member of the Authority Supply Chain, their respective agreements relating to the performance of the Services hereunder) following implementation of the relevant Detailed Solution Submission;

6.1.5 cause the Authority to incur material additional expense;

6.1.6 have a negative impact on value for money or the likelihood that the Authority would approve future Savings Proposals;

6.1.7 have an adverse effect on the ability of the Authority to carry out any of its statutory functions;

6.1.8 increase the likelihood of the Authority exercising its rights under Clause 31 (Increased Monitoring), Clause 29 (Remedial Advisor) or Clause 30 (Step-in Rights) under the Agreement to perform or deliver or procure the performance or delivery by any third party of any aspect of the Services;

6.1.9 not support the delivery of the Authority's strategic objectives;

6.1.10 the Detailed Solution Submission is not consistent with the relevant Outline Solution relating to the relevant Service Element (if applicable) or any Detailed Solution;

6.1.11 the Detailed Solution Submission is not consistent with any requirements set out in the Statement of Requirements;

6.1.12 the Detailed Solution Submission does not include appropriate Test Success Criteria and Tests (if applicable);

6.1.13 affect the quality of the Services or the likelihood of successful delivery of the Services;

6.1.14 interfere with the relationship of the Authority with third parties; and/or

6.1.15 cause or be likely to cause an increase in reputational risk to the Authority.

7 Effect of Review

7.1 Any Detailed Solution Submission which is returned or deemed to have been returned by the Authority endorsed Approved shall be included in Schedule 4.1 (Detailed Solutions) and will then (where such Detailed Solution Submission includes Deliverables that require Testing), be subject to Tests in accordance with Schedule 6.2 (Testing) (including any remedies or sanctions set out therein).

7.2 Subject to Paragraph 7.3 below, where the Authority returns the Detailed Solution Submission to the Supplier endorsed Rejected, then the Submission will not be acted upon and, where relevant, the relevant part of the Implementation Plan shall not be amended or deemed to be amended.

7.3 Within 10 Working Days of receiving comments from the Authority, the Supplier may amend the relevant Detailed Solution Submission and re-submit it to the Authority and Paragraphs 3, 4 and 5 shall apply (changed according to context) to any such re-submission of the relevant Detailed Solution Submission.

8 Document Management

8.1 The Supplier shall maintain a register of the date and contents of all submissions to the Authority pursuant to this Part B (including the date of any responses from the Authority).

8.2 No review, Rejection or Approval by the Authority shall operate to exclude or limit the Supplier's obligations or liabilities under this Agreement (or the Authority's rights under this Agreement).

Annex 1 - Implementation Plan

The Implementation Plan shall be the documents appended on the Initialled CD-ROM – Reference: 'CD - DWP SSA Schedule 6.1 Annex 1 Implementation Plan' attached to this Annex 1.

The Parties acknowledge and agree that the Implementation Plan in the Initialled CD ROM – Reference: 'CD - DWP SSA Schedule 6.1 Annex 1 Implementation Plan' is correct and contractually binding and forms part of the Agreement in accordance with its terms and conditions.

Signed for and on behalf of **The Secretary of State for Work and Pensions**

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Date:……

Signed for and on behalf of **G4S Secure Solutions (UK) Limited**

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Date:……