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Call-Off Schedule 13 (Implementation Plan and Testing)

Implementation

1. Definitions

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

"Delay"	a delay in the Achievement of a Milestone by its Milestone Date; or a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	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; and
"Implementation Period"	has the meaning given to it in Paragraph 8.1.

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 [**Insert** number of days] days after the Call-Off Start 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. The Supplier shall appoint:

2.5.1 a Supplier Authorised Representative who shall be responsible for the management of the Implementation Plan, to ensure that the Implementation Plan is planned and resourced adequately, and who will act as a point of contact for the Buyer ("**Implementation Manager**"). The Implementation Manager will have a minimum of five (5) years' experience of the booking solutions they are required to implement and appropriate project management qualifications such as PRINCE 2 or equivalent to oversee the entire implementation. The Supplier shall provide evidence of the Implementation Manager's qualifications to the Buyer within five (5) Working Days of the Call-Off Start Date; and

2.5.2 an implementation team led by the Implementation Manager.

3. Reviewing and changing the Implementation Plan

3.1 Subject to Paragraph 3.3, 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.

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 and Delay Payments 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.

3.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3.6 In addition, the Supplier shall:

3.6.1 mobilise all the Services specified in the Order Form including Call-Off Schedule 20 (Call-Off Specification);

3.6.2 at the Buyers request, work cooperatively with the incumbent supplier to ensure a systematic, planned and robust transfer of all validated historic data, bookings, active Traveller profiles and management information from the incumbent supplier to the Supplier to ensure continuity of service, which must be updated and uploaded by the Supplier into their system free of charge during the Implementation Period, to the extent permissible by and in accordance with the Data Protection Legislation;

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3.6.3 at the Buyer's request, accept all active Traveller profiles and the transfer of all bookings with a travel date greater than 8 weeks from the Call-Off Start Date. Where the travel is to take place within 8 weeks of the Start Date of the Call-Off Contract, the bookings shall remain with the current incumbent supplier, to avoid the need to cancel bookings and transfer enquiries that are in mid completion;

3.6.4 for venue find, liaise with the Buyer to, as a minimum:

(a) arrange an introductory meeting with the Buyer to establish and identify their refined requirements and agree implementation timescales;

(b) obtain annualised spend/volume information;

(c) confirm Travel/Expenses/Meeting Policy details;

(d) confirm booking method(s) required;

(e) refine management information requirements; and

(f) confirm payment method(s) required;

3.6.5 for venue find, where the meeting is to take place within 12 weeks of the Start Date of the Call-Off Contract, the bookings shall remain with the incumbent supplier, to avoid the need to cancel bookings and transfer enquiries that are in mid completion. However the Supplier will give consideration to bookings which are over 12 weeks away and conclude with the Buyer if the event provider's financial penalties associated with cancelling the booking and re-booking with the new supplier is less than retaining the booking with the current Supplier;

3.6.6 manage and report progress against the Implementation Plan;

3.6.7 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;

3.6.8 attend Progress Meetings (the Progress Meeting Frequency of such meetings shall be as set out in the Order Form) 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

3.6.9 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

3.7 The Supplier shall ensure that:

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3.7.1 adequate and appropriate resources are available at all times to ensure that Service Levels for the Buyer are not compromised during times of peak demand; and

3.7.2 the implementation process shall allow the Buyer to define its requirements for individuals to register as a Super User/Administrator, Booker only, Self-Booker/Traveller (i.e. Booker is the Traveller), Bookers for immediate colleagues (i.e. small groups <50) or Bookers for large numbers of people.

3.8 The Supplier will promptly notify the Buyer of any local amendments required to the Call-Off Contract during the Implementation Period in accordance with Paragraph 6.7 of Call-Off Schedule 20 (Call-Off Specification).

4. Security requirements before the Start Date

4.1 The Supplier shall note that it is incumbent upon it to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.

4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer System, 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 Call-Off Contract.

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 Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. IT & Testing

5.1 The Supplier shall ensure that its Online Booking Solutions shall have the capability to properly function with the Buyer System.

5.2 The Supplier will consult and work with the Buyer's IT infrastructure and/or network departments during the Implementation Period in order to test the Supplier's Online Booking Solutions. Services may need to be formally assessed, either by the Government Digital Service (GDS) or the Buyer, to confirm that it is being built in a way that meets the Government Digital Service Standard, as set out in https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction.

5.3 The Supplier shall provide a test version of the Online Booking Solution to allow the Buyer to test and to ensure compatibility with the Buyer System during the Implementation Period within five (5) Working Days of request.

5.4 The Supplier shall ensure a representative sample of Bookers are able to test the booking process for ease of use and systems compatibility and feedback comments to the Supplier. The Supplier shall make any reasonable adjustments to ensure that Bookers have access to the Online Booking Solution and that this meets the Buyer's requirements including in relation to accessibility and security.

5.5 During the Implementation Period the Supplier shall provide training to user(s) on the use of the Online Booking Solution, including but not limited to user guides, classroom training, one-to-one training sessions, videos, webinars and road shows, appropriate to the Buyer's location free of charge. The Supplier shall provide a minimum of four days free of charge training sessions to the Buyer per country per year throughout the duration of the Call-Off Contract Period to accommodate new users to the Online Booking Solution.

5.6 The Supplier shall provide the support, access and functionality of the Online Booking Solution to the Buyer (including to Bookers and Travellers) via mobile devices such as tablets and smartphones. This functionality must not compromise data security in any way and or increase security risks to the Buyer or the Government. Any security risk will be assessed by the security working group comprising of CCS, the Buyer and the public services network and any necessary modifications must be carried out by the Supplier before the Call-Off Start Date at no cost to the Buyer in accordance with, as applicable, Call-Off Schedule 9A (Security) or Call-Off Schedule 9B (MOD Security) of the Call-Off Contract.

5.7 The Supplier shall adapt the Online Booking Solution to reflect the Buyer's Travel/Expenses/Meeting Policy(s) during the Implementation Period.

6. What to do if there is a Delay

6.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:

6.1.1 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;

6.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

6.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and

6.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

7. Compensation for a Delay

7.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:

7.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;

7.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:

(a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the buyer can end a contract); or

(b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

7.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;

7.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and

7.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

8. Implementation Plan

8.1 The Implementation Period will be a [six (6)] Month period.

8.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date

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or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.

8.3 In accordance with the Implementation Plan, the Supplier shall:

8.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other framework supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;

8.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;

8.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and

8.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

8.4 The Implementation Plan will include detail stating:

8.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and

8.4.2 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.

8.5 In addition, the Supplier shall:

8.5.1 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;

8.5.2 mobilise all the Services specified in the Order Form including Call-Off Schedule 20 (Call-Off Specification) within the Call-Off Contract;

8.5.3 produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:

(a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and

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(b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure;

8.5.4 manage and report progress against the Implementation Plan;

8.5.5 construct and maintain an Implementation Plan 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;

8.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) 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

8.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

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Annex: Implementation Plan

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

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Delay Payments
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
The Supplier shall Achieve the Milestones in accordance with this Call-Off Schedule 13 (Implementation Plan and Testing). For the purposes of Paragraph 9.1.2 of this Schedule the Delay Period Limit shall be **[insert number of days]**.					