

Order Schedule 13 (Implementation Plan and Testing)

Part A - 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) 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;

"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;

"Implementation Period" has the meaning given to it in Paragraph 7.1;

2. Agreeing and following the Implementation Plan

2.1 A draft of the Implementation Plan is set out in the Appendix to this Schedule. The Supplier shall provide a further draft Implementation Plan no later than one (1) month after the Order Start Date.

2.2 The draft Implementation Plan:

2.2.1 must contain information at the level of detail necessary to manage the Implementation Phase 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 ten (10) 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 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 no less than once a month during the Implementation Phase.

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 Payments shall only be made in accordance with the Variation Procedure.

4. Security requirements before the Order 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 Order 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 Order 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.
- 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 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:
 - 6.1.1 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;

- 6.1.2 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 otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this 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;
- 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 6.1.4 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
- 6.1.5 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).

7. Implementation Period

- 7.1 The Implementation Period will be fourteen (14) Months, unless otherwise agreed between the Parties in the Implementation Plan, comprising:
 - 7.1.1 a period of no more than two (2) Months from the Order Start Date to Achievement of the Mobilisation Complete Milestone;
 - 7.1.2 a period of no more than twelve (12) Months from the Order Start Date to Achievement of the MVP Deployed Milestone;
 - 7.1.3 a period of no more than two (2) Months from Achievement of the MVP Milestone to Achievement of the ELS Complete Milestone.
- 7.2 The Implementation Period will consist of the following Milestones.
 - 7.2.1 M1: Mobilisation Complete.
 - 7.2.2 M2: Implementation Environments Deployed.
 - 7.2.3 M3: Operational Environments Deployed.
 - 7.2.4 M4.1: Design Documentation Approved.
 - 7.2.5 M4.2: Spatial Data Mart Integration Solution Design Approved.
 - 7.2.6 M5: IT Service Management Readiness.
 - 7.2.7 M6: Business Readiness.
 - 7.2.8 M7.1: Mowing Marker Deployed.
 - 7.2.9 M7.2: Harvest Marker Deployed.
 - 7.2.10 M7.3: Homogeneity Marker Deployed.
 - 7.2.11 M7.4: Bare Soil Marker Deployed.
 - 7.2.12 M7.5: Surface Water Marker Deployed.
 - 7.2.13 M7.6: Spatial Data Mart Integration Deployed.
 - 7.2.14 M8: MVP Deployed.
 - 7.2.15 M9: ELS Complete.
- 7.3 The Deliverable Items required to be delivered under each Milestone in Paragraph 7.2 are set out in Part A Annex 1. The Suppliers acknowledges that these are the

minimum Deliverable Items that must be successfully delivered per Milestone in order to be eligible for a Milestone Payment.

Annex 1: Implementation Plan

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

Milestone	Deliverable Items	Delay Payments
M1: Mobilisation Complete	<ul style="list-style-type: none"> • Confirmation of the appointment of the Supplier's Authorised Representative (as required by DPS Schedule 6 (Order Form)). • Confirmation of the appointment of the Supplier's Contract Manager (as required by DPS Schedule 6 (Order Form)). • Evidence of insurances have been submitted to the Buyer (as required by Joint Schedule 3 (Insurance) paragraph 4). • Annex 1 in Joint Schedule 11 (Processing Data) is agreed with and approved by the Buyer. • Confirmation of the appointment of the Key Subcontractors set out in the Order Form (as required by Joint Schedule 6 (Key Subcontractors)). • The Quality Plan is reviewed and approved by the Buyer (as required by Order Schedule 6 (ICT Services) paragraph 6). • Confirmation that all Key Supplier Staff set out in the Order Form have been mobilised (as required by Order Schedule 7 (Key Supplier Staff)). • The Implementation Plan is reviewed and approved by the Buyer (as required by Order Schedule 13 (Implementation Plan and Testing) Part A paragraph 2). • The Test Strategy is reviewed and approved by the Buyer (as required by Order Schedule 13 (Implementation Plan and Testing) Part B paragraph 3). 	No
M2: Implementation Environments Deployed	<ul style="list-style-type: none"> • A Satisfaction Certificate has been issued by the Buyer for the Mobilisation Complete Milestone. • A structured walk-through with the Buyer to demonstrate that the necessary Environments for the Implementation Phase have been provisioned (as required by Order Schedule 20 (Specification)). 	No

Milestone	Deliverable Items	Delay Payments
	<ul style="list-style-type: none"> • The Security Management Plan is reviewed and approved by the Buyer (as required by Order Schedule 9 (Security) Paragraph 4). • Evidence of compliance with Certification Requirements have been submitted to the Buyer as required by Order Schedule 9 (Security) Paragraph 6). 	
M3: Operational Environments Deployed	<ul style="list-style-type: none"> • A Satisfaction Certificate has been issued by the Buyer for the Implementation Environments Deployed Milestone. • A structured walk-through with the Buyer to demonstrate that the necessary Environments for the Operational Phase have been provisioned (as required by Order Schedule 20 (Specification)). • The BCDR Plan is reviewed and approved by the Buyer (as required by Order Schedule 8 (Business Continuity and Disaster Recovery) Paragraph 2). 	No
M4.1: Design Documentation Approved	<ul style="list-style-type: none"> • A Satisfaction Certificate has been issued by the Buyer for the Mobilisation Complete Milestone. • The Integration Specification is reviewed and approved by the Buyer (as required by Order Schedule 20 (Specification) Paragraph 2.4). • The Detailed Design is reviewed and approved by the Buyer (as required by Order Schedule 20 (Specification) Paragraph 2.4). • The Data Architecture Design is reviewed and approved by the Buyer (as required by Order Schedule 20 (Specification) Paragraph 2.4). • The Remote Monitoring Methodology is reviewed and approved by the Buyer (as required by Order Schedule 20 (Specification) Paragraph 2.4). 	No
M4.2: Spatial Data Mart Integration Solution Design Approved.	<ul style="list-style-type: none"> • The Spatial Data Mart Integration Solution Design is reviewed and approved by the Buyer (as required by Order Schedule 20 (Specification) Paragraph 2.3). 	No

Milestone	Deliverable Items	Delay Payments
M5: IT Service Management Readiness	<ul style="list-style-type: none"> • A Satisfaction Certificate has been issued by the Buyer for the Operational Environments Deployed Milestone. • The Maintenance Schedule is reviewed and approved by the Buyer (as required by Order Schedule 6 (ICT Services) Paragraph 8). • An IT Health Check is undertaken by the Supplier (as required by Order Schedule 9 (Security) Paragraph 7). • The Supplier has implemented the findings and remedied any vulnerabilities identified by the IT Health Check (as required by Order Schedule 9 (Security) Paragraph 7). • The process in respect of the monitoring and reporting of Service Levels is reviewed and approved by the Buyer (as required by Order Schedule 14 (Service Levels) Part B Paragraph 1.1). • The Operational Level Agreement is reviewed and approved by the Buyer (as required by Order Schedule 20 (Specification) Paragraph 2.2). • The Knowledge Articles are reviewed and approved by the Buyer (as required by Order Schedule 20 (Specification) Paragraph 3.4.29). 	No
M6: Business Readiness	<ul style="list-style-type: none"> • A Satisfaction Certificate has been issued by the Buyer for the Implementation Environments Deployed Milestone. • The materials required for the internal user communications are reviewed and approved by the Buyer (as required by Order Schedule 20 (Specification) Paragraph 2.7). • The Training Plan is reviewed and approved by the Buyer (as required by Order Schedule 20 (Specification) Paragraph 2.7). • The System Manual is reviewed and approved by the Buyer (as required by Order Schedule 20 (Specification) Paragraph 2.7). • The e-Learning Modules are reviewed and approved by the Buyer (as required by Order Schedule 20 (Specification) Paragraph 2.7). 	No

Milestone	Deliverable Items	Delay Payments
	<ul style="list-style-type: none"> • Training pertaining to the Supplier Solution using a Train the Trainer methodology has been delivered to the Buyer's nominated users (as required by Order Schedule 20 (Specification) Paragraph 2.7). • The Help Articles are reviewed and approved by the Buyer (as required by Order Schedule 20 (Specification) Paragraph 3.4.31). 	
M7.1: Mowing Marker Deployed	<ul style="list-style-type: none"> • A Satisfaction Certificate has been issued by the Buyer for the Implementation Environments Deployed Milestone. • A structured walk-through of the Supplier's Mowing Marker solution shows no Material Test Issues and no more than the agreed number of Severity Level 3, 4 and 5 Test Issues. 	No
M7.2: Harvest Marker Deployed	<ul style="list-style-type: none"> • A Satisfaction Certificate has been issued by the Buyer for the Implementation Environments Deployed Milestone. • A structured walk-through of the Supplier's Harvest Marker solution shows no Material Test Issues and no more than the agreed number of Severity Level 3, 4 and 5 Test Issues. 	No
M7.3: Homogeneity Marker Deployed	<ul style="list-style-type: none"> • A Satisfaction Certificate has been issued by the Buyer for the Implementation Environments Deployed Milestone. • A structured walk-through of the Supplier's Homogeneity Marker solution shows no Material Test Issues and no more than the agreed number of Severity Level 3, 4 and 5 Test Issues. 	No
M7.4: Bare Soil Marker Deployed	<ul style="list-style-type: none"> • A Satisfaction Certificate has been issued by the Buyer for the Implementation Environments Deployed Milestone. • A structured walk-through of the Supplier's Bare Soil Marker solution shows no Material Test Issues and no more than the agreed number of Severity Level 3, 4 and 5 Test Issues. 	No
M7.5: Surface Water Marker Deployed	<ul style="list-style-type: none"> • A Satisfaction Certificate has been issued by the Buyer for the Implementation Environments Deployed Milestone. 	No

Milestone	Deliverable Items	Delay Payments
	<ul style="list-style-type: none"> A structured walk-through of the Supplier's Surface Water Marker solution shows no Material Test Issues and no more than the agreed number of Severity Level 3, 4 and 5 Test Issues. 	
M7.6: Spatial Data Mart Integration Deployed	<ul style="list-style-type: none"> A Satisfaction Certificate has been issued by the Buyer for the Implementation Environments Deployed Milestone. A structured walk-through of the Supplier's Spatial Data Mart integration solution shows no Material Test Issues and no more than the agreed number of Severity Level 3, 4 and 5 Test Issues. 	No
M8: MVP Deployed	<ul style="list-style-type: none"> A Satisfaction Certificate has been issued by the Buyer for each previous Milestone (M1 through M7.6). A structured, end-to-end walk-through of the Supplier Solution shows no Material Test Issues and no more than the agreed number of Severity Level 3, 4 and 5 Test Issues. 	Yes (£500 per day)
M9: ELS Complete	<ul style="list-style-type: none"> A Satisfaction Certificate has been issued by the Buyer for the MVP Deployed Milestone. The Supplier has completed two (2) Service Periods in which there are no Service Level Failures and no breaches of the Service Level Thresholds, or the Buyer, acting reasonably, considers that the Service Level Failures or breaches of the Service Thresholds do not constitute a material degradation of the Services. Approval has been given by the Buyer of the plan for resolution of remaining Severity Level 3, 4 and 5 Test Issues. The Supplier demonstrates that back-ups of all Buyer Data are available to the Buyer upon request (as required by Clause 13.3). The draft Transparency Reports are reviewed and approved by the Buyer (as required by Order Schedule 1 (Transparency Reports)). The BCDR Plan is tested by the Supplier (as required by Order Schedule 8 (Business Continuity and Disaster Recovery) paragraph 7). 	No

Milestone	Deliverable Items	Delay Payments
	<ul style="list-style-type: none"><li data-bbox="504 338 1771 402">• The Exit Plan is reviewed and approved by the Buyer (as required by Order Schedule 10 (Exit Management)).	

Part B - Testing

1. Definitions

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

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 3 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 2;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 6.1 of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Strategy;
"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 3.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria (and the associated Deliverable Items) for that Test as referred to in Paragraph 4 of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 7 of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy.

- 2.2 The Supplier shall not submit any Deliverable for Testing:
 - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.2.3 until the Parties have agreed the relevant elements of the Test Strategy that shall be applicable relating to the relevant Deliverable(s).
- 2.3 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 for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

- 3.1 The Supplier shall develop the Test Strategy and provide this by the date in the Implementation Plan.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in accordance with the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 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;
 - 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
 - 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 - 3.2.8 the technical environments required to support the Tests;
 - 3.2.9 the procedure for managing the configuration of the Test environments; and
 - 3.2.10 a spreadsheet or table which correlates requirements and Testing activities to allow tracing back and forth the links of one entity to the other, thus enabling the determination of coverage achieved by the Test Strategy (the "**Traceability Matrix**").

4. Passing Testing

- 4.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant elements of the Test Strategy.
- 4.2 As a minimum, the Test Success Criteria that must be Achieved for the Supplier to Achieve a Milestone are set out in in Part A Annex 1.
- 4.3 Any Test listed within Part A Annex 1 which relates to the provision of Documentation (each a "**Document Deliverable**") shall be delivered to the Buyer by the date in the

Implementation Plan. Following receipt of the relevant Document Deliverable from the Supplier, the Buyer shall:

- 4.3.1 review and comment on the relevant Document Deliverable as soon as reasonably practicable, and in any event no later than ten (10) Working Days after the date on which the relevant Document Deliverable is first delivered to the Buyer; or
 - 4.3.2 notify the Supplier in writing that it approves or rejects the relevant Document Deliverable no later than ten (10) Working Days after the date on which the relevant Document Deliverable is first delivered to the Buyer.
- 4.4 The Supplier shall provide a response to any comments on the relevant Document Deliverable provided by the Buyer pursuant to Paragraph 4.3.1 no later than five (5) Working Days after the date on which the comments were first delivered to the Supplier.
- 4.5 If the Buyer rejects the relevant Document Deliverable:
- 4.5.1 the Buyer shall inform the Supplier in writing of its reasons for its rejection; and
 - 4.5.2 the Supplier shall then revise the relevant Document Deliverable (taking reasonable account of the Buyer's comments) and shall re-submit a revised version of the relevant Document Deliverable to the Buyer for the Buyer's approval within ten (10) Working Days of the date of the Buyer's notice of rejection. The provisions of Paragraph 4.3 and this Paragraph 4.5 shall apply again to any resubmitted relevant Document Deliverable, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 4.6 Any Document Deliverable issued by the Supplier to the Buyer that has not been responded to within ten (10) Working Days in accordance with Paragraph 4.2 shall be deemed as reviewed and approved by the Parties for the purposes of this Paragraph.

5. Performing the tests

- 5.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 5.2 The Supplier shall manage the progress of Testing in accordance with the Test Strategy and shall carry out the Tests in accordance with the Test Strategy. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 7.3.
- 5.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 5.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 5.5 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 5.5.1 an overview of the Testing conducted;
 - 5.5.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 5.5.3 the Tests that were not completed, together with the Supplier's explanation of why those Tests were not completed;

- 5.5.4 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 6.1; and
- 5.5.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 5.6 The Supplier shall make each Test Report available to the Buyer upon request.
- 5.7 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 5.8 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

6. Discovering Problems

- 6.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 2 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 6.2 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 Buyer upon request.
- 6.3 The Buyer 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.

7. Test witnessing

- 7.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 7.2 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.
- 7.3 The Test Witnesses:
 - 7.3.1 shall actively review the Test documentation;
 - 7.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer 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;
 - 7.3.3 shall not be involved in the execution of any Test;
 - 7.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Strategy;
 - 7.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;

- 7.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 7.3.7 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

8. Auditing the quality of the test

- 8.1 The Buyer or an agent or contractor appointed by the Buyer 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 Plan.
- 8.2 The Supplier shall allow sufficient time in the Test Strategy to ensure that adequate responses to a Testing Quality Audit can be provided.
- 8.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 8.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 8.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 8.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

9. Outcome of the testing

- 9.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 9.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 9.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 9.2.2 the Buyer may extend the period for Testing by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 9.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 9.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, 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.
- 9.4 The Buyer shall issue a Satisfaction Certificate (or conditional Satisfaction Certificate) in respect of a given Milestone as soon as is reasonably practicable following meeting the Test Success Criteria for all Tests relating to a Milestone.
- 9.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

- 9.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 9.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 9.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 9.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion and acting reasonably (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 - 9.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 8.5); and
 - 9.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

10. Risk

- 10.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
 - 10.1.1 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
 - 10.1.2 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 2: Test Issues – Severity Levels

1. Severity 1 Error

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. Severity 2 Error

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
 - 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables.

3. Severity 3 Error

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. Severity 4 Error

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. Severity 5 Error

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

Annex 3: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sir/Madame,

Satisfaction Certificate

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

We refer to the agreement ("**Order Contract**") [insert Order Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] ("**Buyer**") and [*insert Supplier name*] ("**Supplier**") dated [*insert Order Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Order 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 been tested successfully in accordance with the Test Strategy [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[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]