

Schedule 8 (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 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;
"Detailed Design"	a document developed by the Supplier which provides the detailed design for each component in the Supplier System at a level that is sufficient to understand any APIs, self-service configuration to be performed by the Buyer, and to demonstrate traceability back to the requirements identified in Schedule 2 (<i>Specification</i>) Appendix 1;
"Implementation Period"	has the meaning given to it in Paragraph 7.1;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
"Milestone Retention"	a proportion of the Charges which is withheld by the Buyer until completion of the Implementation Period;
"Operational Level Agreement"	a document which describes the processes required to support the Services in conjunction with the Buyer, Outgoing Supplier, and other suppliers;
"Quality Plan"	the plan to be produced by the Supplier that ensures all aspects of the Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it;
"Train the Trainer"	a framework for training End Users or other subject matter experts which enables them to train other Buyer staff;

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 1 month after the 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;
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier; and
 - 2.2.3 can set out alternative timings and additional releases of functionality into the Live Environment, providing that the functional capabilities identified against Release 1, as indicated in the appendices to Schedule 2 (*Specification*) are met within 4 months of the Start Date.
- 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 (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 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.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Start Date. The Supplier shall ensure that this is reflected in their Implementation Plan.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.

- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Contract Period.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

- 6.1 If 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 also entitled to or does terminate this Contract pursuant to Clause 14.4 (When the Buyer can end the 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 15 (How much you can be held responsible for).

- 6.2 If Milestone Retentions have been included in the Implementation Plan, on the Achievement of a Milestone the Supplier shall be entitled to invoice the Buyer for the Milestone Payment associated with that Milestone less 5% of the Charges for that Milestone, prior to deduction from the Milestone Payment of any Delay Payment.
- 6.3 On Achievement of the final Milestone in the Implementation Plan, the Supplier shall be entitled to invoice the Buyer for an amount equal to all Milestone Retentions that have not been paid to the Supplier by the Buyer prior to the final Milestone.

7. Implementation Plan

- 7.1 The Implementation Period will be twenty-one (21) Months, comprising:
 - 7.1.1 a period of no more than one (1) Month from the Start Date to Achievement of the Mobilisation Milestone;
 - 7.1.2 a period of no more than five (5) Months from the Start Date to Achievement of the Release 1 Go Live Milestone;
 - 7.1.3 a period of no more than three (3) Months from Achievement of the Release 1 Go Live Milestone to Achievement of the Release 1 Business Cutover Milestone;
 - 7.1.4 a period of no more than twelve (12) Months from the Start Date to Achievement of the Final Release Go Live Milestone;
 - 7.1.5 a further period of no more than six (6) Months from Achievement of the Final Release Go Live Milestone to Achievement of the Final Release Business Cutover Milestone;
 - 7.1.6 a further period of no more than three (3) Months from Achievement of the Final Release Business Cutover Milestone to Achievement of the Final Release Business Cutover ELS Milestone.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the end of the Implementation Period or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Start Date as set out in Award Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer and incumbent supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the Buyer and incumbent supplier(s), where applicable to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent supplier(s), where applicable, to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
 - 7.4.1 How and when the Supplier will work with the incumbent supplier and the Buyer Authorised Representative to capture and load up Buyer Data; and

- 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and End Users of the Services.
- 7.5 In addition, the Supplier shall:
 - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.5.2 mobilise all the Services specified in the Specification within the Contract;
 - 7.5.3 manage and report progress against the Implementation Plan;
 - 7.5.4 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
 - 7.5.5 attend progress meetings (frequency of such meetings shall be as set out in the Award 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
 - 7.5.6 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent supplier(s) and the Supplier.

Schedule 8: (Implementation Plan and Testing)

Crown Copyright 2022

Annex 1: Implementation Plan

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

Milestone	Deliverable Items	Milestone Date	Milestone Retention	Delay Payments
1. Mobilisation	<ul style="list-style-type: none">Confirmation of the appointment of the Supplier Authorised Representative (as required by Schedule 8 (Implementation Plan and Testing) paragraph 7.5.1).The Implementation Plan is reviewed and approved by the Buyer (as required by Schedule 8 (Implementation Plan and Testing) Part A paragraph 2).The Test Strategy is reviewed and approved by the Buyer (as required by Schedule 8 (Implementation Plan and Testing) Part B paragraph 3).The process in respect of the monitoring and reporting of Service Levels is reviewed and approved by the Buyer (as required by Schedule 10 (Service Levels) Part B).Confirmation of the appointment of the Service Delivery Manager (as required by Schedule 13 (Contract Management)).Evidence of insurances have been submitted to the Buyer (as required by Schedule 22 (Insurance) paragraph 4).Confirmation of the appointment of the Key Subcontractors set out in the Award Form (as required by Schedule 27 (Key Subcontractors)).The Quality Plan is reviewed and approved by the Buyer (as required by Schedule 28 (ICT Services) paragraph 6).Confirmation that all Key Staff set out in Schedule 29 (Key Supplier Staff) Annex 1 have been mobilised.	[TBC]	Yes	No

Schedule 8: (Implementation Plan and Testing)

Crown Copyright 2022

Milestone	Deliverable Items	Milestone Date	Milestone Retention	Delay Payments
	<ul style="list-style-type: none">• The Virtual Library is established and approved by the Buyer (as required by Schedule 30 (Exit Management) paragraph 2).• A project plan presented as a Gantt chart that details the sequence of tasks and activities to be performed by the Outgoing Supplier during the Implementation Period has been documented and approved by the Buyer.• Sample Train the Trainer Documentation reviewed and approved by the Buyer.			
2. Release 1 Go Live	<ul style="list-style-type: none">• The preceding Milestone has been Achieved.• As a minimum, the Live Environment for the Supplier System provides the capabilities as set out in Schedule 2 (Specification) Appendix 1 Annexes A to E, where:<ul style="list-style-type: none">○ a “Y” is included in the “Release 1” column; and○ an “M” is included in the “M/S” column.• As a minimum, the Live Environment for the Supplier System provides the capabilities as set out in Schedule 2 (Specification) Appendix 1 Annex F.• All relevant Buyer Data for this Milestone has been migrated to the Live Environment for the Supplier System.• Train the Trainer Documentation reviewed and approved by the Buyer, including a detailed, editable training pack and standard user guides, suitable for publishing on the Buyer’s intranet or SharePoint sites.• Train the Trainer sessions have been delivered to the Buyer’s nominated End Users.• Updated versions of the Supplier’s solution architecture documentation that aligns to the solution as implemented.	[TBC]	Yes	£250 per day

Schedule 8: (Implementation Plan and Testing)

Crown Copyright 2022

Milestone	Deliverable Items	Milestone Date	Milestone Retention	Delay Payments
	<ul style="list-style-type: none">• The Detailed Design is reviewed and approved by the Buyer (as required by Schedule 2 (Specification)).• The Operational Level Agreement is reviewed and approved by the Buyer (as required by Schedule 2 (Specification)).• A structured walk-through with the Buyer to demonstrate that the necessary Environments have been provisioned (as required by Schedule 2 (Specification)).• All Test Plans, Test Specifications, Test Reports, and Test Issue Management Logs related to this Milestone have been reviewed and approved by the Buyer (as required by Schedule 8 (Implementation Plan and Testing) Part B).• The BCDR Plan is reviewed and approved by the Buyer (as required by Schedule 14 (Business Continuity and Disaster Recovery) paragraph 2.3).• The Security Management Plan is reviewed and approved by the Buyer (as required by Schedule 16 (Security)).• Evidence of Cyber Essentials Certification have been submitted to the Buyer as required by Schedule 19 (Cyber Essentials Scheme).• Annex 1 and Annex 2 in Schedule 20 (Processing Data) is agreed with and approve by the Buyer.• A structured walk-through with the Buyer to demonstrate that the transfer (from the Outgoing Supplier) of all elements which are necessary for the Supplier to provide the Services (as documented in the Implementation Plan) are complete.			

Schedule 8: (Implementation Plan and Testing)

Crown Copyright 2022

Milestone	Deliverable Items	Milestone Date	Milestone Retention	Delay Payments
	<ul style="list-style-type: none">A structured walk-through of the Supplier's solution shows no Material Test Issues and no more than the agreed number of Severity Level 3, 4 and 5 Test Issues.			
3. Release 1 Go Live ELS	<ul style="list-style-type: none">The preceding Milestones have been Achieved.All Test Plans, Test Specifications, Test Reports, and Test Issue Management Logs related to this Milestone have been reviewed and approved by the Buyer (as required by Schedule 8 (Implementation Plan and Testing) Part B).All Satisfaction Certificates for the preceding Milestones have been issued by the Buyer (as required by Schedule 8 (Implementation Plan and Testing) Part B paragraph 11).The Supplier has completed two (2) Service Periods in which there are no Service Level Failures and no breaches of the Service Level Thresholds.Approval has been given by the Buyer of the plan for resolution of remaining Severity Level 3, 4 and 5 Test Issues.	[TBC]	Yes	No
4. Release 1 Business Cutover	<ul style="list-style-type: none">The preceding Milestones have been Achieved.All relevant Buyer Data for this Milestone has been migrated to the Live Environment for the Supplier System.All Test Plans, Test Specifications, Test Reports, and Test Issue Management Logs related to this Milestone have been reviewed and approved by the Buyer (as required by Schedule 8 (Implementation Plan and Testing) Part B).The BCDR Plan is tested by the Supplier (as required by Schedule 14 (Business Continuity and Disaster Recovery) paragraph 7).	[TBC]	Yes	£250 per day

Schedule 8: (Implementation Plan and Testing)

Crown Copyright 2022

Milestone	Deliverable Items	Milestone Date	Milestone Retention	Delay Payments
	<ul style="list-style-type: none">A structured walk-through of the Supplier's solution shows no Material Test Issues and no more than the agreed number of Severity Level 3, 4 and 5 Test Issues.			
5. Release 1 Business Cutover ELS	<ul style="list-style-type: none">As per "3. Release 1 Go Live ELS"	[TBC]	Yes	No
6. Final Release Go-Live	<ul style="list-style-type: none">The preceding Milestones have been achieved.As a minimum, the Live Environment for the Supplier System provides the capabilities as set out in Schedule 2 (Specification) Appendix 1 Annexes A to E, where:<ul style="list-style-type: none">a "N" is included in the "Release 1" column; andan "M" is included in the "M/S" column.As a minimum, the Live Environment for the Supplier System continues to provide the capabilities as set out in Schedule 2 (Specification) Appendix 1 Annex F.All relevant Buyer Data for this Milestone has been migrated to the Live Environment for the Supplier System.Train the Trainer Documentation provided by the Supplier, including a detailed, editable training pack and standard user guides, suitable for publishing on the Buyer's intranet or SharePoint sites.Train the Trainer sessions have been delivered to the Buyer's nominated End Users.Updated versions of the Supplier's solution architecture documentation that aligns to the solution as implemented.	[TBC]	Yes	£250 per day

Schedule 8: (Implementation Plan and Testing)

Crown Copyright 2022

Milestone	Deliverable Items	Milestone Date	Milestone Retention	Delay Payments
	<ul style="list-style-type: none">Any updates to the Detailed Design are reviewed and approved by the Buyer (as required by Schedule 2 (Specification)).Any updates to the Operational Level Agreement are reviewed and approved by the Buyer (as required by Schedule 2 (Specification)).All Test Plans, Test Specifications, Test Reports, and Test Issue Management Logs related to this Milestone have been reviewed and approved by the Buyer (as required by Schedule 8 (Implementation Plan and Testing) Part B).Any updates needed to the BCDR Plan are reviewed and approved by the Buyer (as required by Schedule 14 (Business Continuity and Disaster Recovery) paragraph 1.3).Any updates need to the Security Management Plan are reviewed and approved by the Buyer (as required by Schedule 16 (Security)).A structured walk-through of the Supplier's updated solution shows no Material Test Issues and no more than the agreed number of Severity Level 3, 4 and 5 Test Issues.			
7. Final Release ELS	<ul style="list-style-type: none">As per "3. Release 1 Go Live ELS".	[TBC]	Yes	No
8. Final Release Business Cutover	<ul style="list-style-type: none">As per "4. Release 1 Business Cutover".	[TBC]	Yes	£250 per day
9. Final Release Business Cutover ELS	<ul style="list-style-type: none">As per "3. Release 1 Go Live ELS".	[TBC]	No	No

Schedule 8: (Implementation Plan and Testing)

Crown Copyright 2022

Milestone	Deliverable Items	Milestone Date	Milestone Retention	Delay Payments
	<ul style="list-style-type: none">• The warranty provided is complete and approved by the Buyer (as required by Clause 3.1.2).• The Supplier demonstrates that back-ups of all Buyer Data are available to the Buyer upon request (as required by Clause 18.3).• The draft Transparency Reports are reviewed and approved by the Buyer (as required by Schedule 6 (Transparency Reports)).• The Continuous Improvement Plan is reviewed and approved by the Buyer (as required by Schedule 11 (Continuous Improvement) paragraph 1.3).• The Modern Slavery Assessment Tool is reviewed and approved by the Buyer (as required by Schedule 26 (Sustainability) Part B paragraph 3.1).• The Exit Plan is reviewed and approved by the Buyer (as required by Schedule 30 (Exit Management)).• Confirmation by the Supplier of the appointment of the Exit Manager (as required by Schedule 30 (Exit Management)).• A structured walk-through with the Buyer to demonstrate the completeness of Documentation within the Virtual Library and compliance with the records management processes set out in Schedule 30 (Exit Management).			
<p>The Milestones will be Achieved in accordance with this Part A of this Schedule</p> <p>For the purposes of Paragraph 6.1.2b) the Delay Period Limit shall be 120 days.</p>				

Part B - Testing

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement 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 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 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 Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"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 for that Test as referred to in Paragraph 5 of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

Schedule 8: (Implementation Plan and Testing)

Crown Copyright 2022

2. How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 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 Test Plan and the Test Specification 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 as a deliverable with the Mobilisation Milestone.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to 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 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 template or an example of how requirements and Test Specifications are correlated 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. Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable prior to the start date for the relevant Testing for each Milestone as specified in the Implementation Plan.

Schedule 8: (Implementation Plan and Testing)

Crown Copyright 2022

4.2 Each Test Plan shall include as a minimum:

4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied;

4.2.2 a detailed procedure for the Tests to be carried out; and

4.2.3 an updated Traceability Matrix for the Tests to be carried out.

4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4. As a minimum, the Test Plans relating to each Milestone set out in Part A Annex 1 must include the Deliverable Items set out in Part A Annex 1.

6. How Deliverables will be tested

6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable prior to the start of the relevant Testing (as specified in the Implementation Plan).

6.2 Each Test Specification shall include as a minimum:

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

6.2.2 a plan to make the resources available for Testing;

6.2.3 Test scripts;

6.2.4 Test pre-requisites and the mechanism for measuring them; and

6.2.5 expected Test results, including:

a) a mechanism to be used to capture and record Test results; and

b) a method to process the Test results to establish their content.

7. Performing the tests

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 in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.

7.3 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.

7.4 The Buyer may raise and close Test Issues during the Test witnessing process.

Schedule 8: (Implementation Plan and Testing)

Crown Copyright 2022

- 7.5 The Supplier shall provide to the Buyer in relation to each Test the final Test Report within 5 Working Days 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:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 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;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 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 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 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.
- 7.9 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.

8. Discovering Problems

- 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 Test Issue Management Log maintained by the Supplier shall 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 Buyer upon request.
- 8.3 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 using the Expedited Dispute Timetable.

9. Test witnessing

- 9.1 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.

Schedule 8: (Implementation Plan and Testing)

Crown Copyright 2022

- 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:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 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;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 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;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

- 10.1 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.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 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.
- 10.5 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.
- 10.6 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.

11. Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

Schedule 8: (Implementation Plan and Testing)

Crown Copyright 2022

- 11.2.2 the Buyer may extend the Test Plan 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
- 11.2.3 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.
- 11.3 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.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 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).
- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (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:
 - 11.9.1 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 10.5); and
 - 11.9.2 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.

12. Risk

- 12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
 - 12.1.1 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
 - 12.1.2 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.

Schedule 8: (Implementation Plan and Testing)

Crown Copyright 2022

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 ("**Contract**") [insert 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 Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the 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 Plan [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]