



Confidential

S1 IMPLEMENTATION PLAN



Confidential

1. INTRODUCTION

- 1.1 This Schedule S1 (Implementation Plan) defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan.
- 1.2 The Milestones (and associated Deliverables), including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate, are set out in Attachment 2 (Charges and Invoicing) and Attachment 3 (Outline Implementation Plan).

2. OUTLINE IMPLEMENTATION PLAN

- 2.1 The Outline Implementation Plan is set out in Attachment 3 (Outline Implementation Plan) the Order Form and the Supplier must provide such plan in both Microsoft Project and PDF formats.
- 2.2 All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 32 (Supplier Relief Due to Buyer Cause)).

3. APPROVAL OF THE DETAILED IMPLEMENTATION PLAN

- 3.1 The Supplier shall submit a draft of the Detailed Implementation Plan to the Buyer for approval within the Order Form along with an accompanying narrative outlining the Supplier's implementation approach.
- 3.2 The Supplier shall ensure that the draft Detailed Implementation Plan:
 - 3.2.1 incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;
 - 3.2.2 includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:
 - (a) the completion of each design document, including the Buyer's review and approval period;
 - (b) the completion of the build phase;
 - (c) the completion of any Testing to be undertaken in accordance with Schedule S2 (Testing Procedures);
 - (d) training and roll-out activities;
 - (e) the warranty period and post launch fix phase; and
 - (f) operational documentation production, review and sign off;
 - 3.2.3 clearly outlines all the steps required to implement the Milestones to be achieved in the next 21 months (or such other period agreed between



Confidential

- the Parties), together with a high level plan for the rest of the programme;
- 3.2.4 clearly outlines the required roles and responsibilities of both Parties, including staffing requirements; and
- 3.2.5 is produced in both Microsoft Project and PDF formats.
- 3.3 Prior to the submission of an updated Detailed Implementation Plan to the Buyer in accordance with Paragraph 3.1, the Buyer shall have the right:
- 3.3.1 to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:
- (a) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;
 - (b) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and
 - (c) any other work in progress in relation to the Detailed Implementation Plan; and
- 3.3.2 to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.
- 3.4 Following receipt of the updated Detailed Implementation Plan from the Supplier, the Buyer shall:
- 3.4.1 review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
- 3.4.2 notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than twenty (20) Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Buyer.
- 3.5 If the Buyer rejects an updated Detailed Implementation Plan:
- 3.5.1 the Buyer shall inform the Supplier in writing of its reasons for its rejection; and
- 3.5.2 the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Buyer's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Buyer for the Buyer's approval within twenty (20) Working Days of the date of the Buyer's notice of rejection. The provisions of Paragraph 3.4 and this Paragraph 3.5 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.



Confidential

- 3.6 If the Buyer approves an updated Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Buyer's notice of approval.

4. UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN

- 4.1 Following the approval of the Detailed Implementation Plan by the Buyer:
- 4.1.1 the Supplier shall submit a revised Detailed Implementation Plan to the Buyer every three (3) months starting three (3) months from the Commencement Date;
 - 4.1.2 without prejudice to Paragraph 4.1.1, the Buyer shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Buyer within twenty (20) Working Days of receiving such a request from the Buyer (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);
 - 4.1.3 any revised Detailed Implementation Plan shall (subject to Paragraph 4.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3; and
 - 4.1.4 the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Quarterly Strategic Relationship Board) or any such service management board established under Part A of Schedule 7 (Governance) and Attachment 8 (Governance) where used. In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Supplier to the Buyer not less than five (5) Working Days in advance of such meeting.
- 4.2 Save for any amendments which are of a type identified and notified by the Buyer (at the Buyer's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:
- 4.2.1 any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and
 - 4.2.2 in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 32 (Supplier Relief Due to Buyer Cause).
- 4.3 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Buyer.



Confidential

5. GOVERNMENT REVIEWS

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