

Schedule 4

Acceptance Procedure

1. General Provisions

- 1.1 Where software is to be supplied as a requirement of the Contract it will be subject to the provisions of this Schedule as if it were a Contractor Document Deliverable.
- 1.2 No review, comment or approval by the Authority under this Schedule 4 (*Acceptance Procedure*) shall operate to exclude or limit the Contractor's obligations or liabilities under this Contract (or the Authority's rights under this Contract), including (without limitation) the Contractor's obligation to deliver the Contractor Deliverables in accordance with the Contract.
- 1.3 No approval or comment or any failure to give or make an approval or comment under this Schedule 4 (*Acceptance Procedure*) shall constitute an Authority Change, save to the extent implemented in accordance with Schedule 6 (*Contract Change Procedure*) as contemplated in Paragraph 1.4 and 1.5 below.
- 1.4 If having received comments or objections from the Authority, the Contractor considers that compliance with those comments or objections would amount to an Authority Change, the Contractor shall, before complying with the comments or objections, notify the Authority of the same and, if it is agreed by the Parties or determined pursuant to the Dispute Resolution Procedure that an Authority Change would arise if the comments or objections were complied with, the Authority may, if it wishes, implement the Authority Change and it shall be dealt with in accordance with Schedule 6 (*Contract Change Procedure*)
- 1.5 Where any failure by the Contractor to achieve the successful completion of any of its obligations in accordance with this Contract results in any additional work being required to be carried out by the Contractor to achieve successful completion of its obligations, the requirement for such additional work shall not be an Authority Change for the purposes of this Schedule 6 (*Contract Change Procedure*)
- 1.6 The Contractor shall compile and maintain a register of the date of receipt and content of all Contract Deliverables that are returned by the Authority's Representative.

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Part 1 - Acceptance Procedure for Contractor Document Deliverables

1. Subject to this Paragraph 1, Acceptance of a Contractor Document Deliverables occurs at the time, and in accordance with the procedure specified in the Contract, or if none is so specified:
 - 1.1.1. where the Contract specifies a time limit within which to reject, that time has elapsed;
 - 1.1.2. where the Contract specifies no time limit within which to reject, a reasonable time has elapsed since delivery has occurred; or
 - 1.1.3. when it has been delivered and the Authority does any act in relation to it which is inconsistent with the Contractor's ownership.
2. In respect of Contractor Document Deliverables delivered by the Contractor to the Authority the following provisions shall apply:
 - 2.1. Upon receipt of a document requiring Acceptance by the Authority, the Authority shall within the ten (10) Working Days, (unless a different time period is stated otherwise stated in Table A, in which case within such stated time period) confirm either:
 - 2.1.1. that the Contractor Document Deliverable is Accepted by the Authority; or
 - 2.1.2. if it is not Accepted provide comments on the relevant Contract Document Deliverable (including detailing such evidence or other information as may reasonably be necessary) to the Contractor in sufficient detail to allow the Contractor to provide updates to the initially submitted Contract Document Deliverable and resubmit it to the Authority.
 - 2.2. In the event of the Authority not Accepting a Contract Document Deliverable in accordance with Paragraph 2.1.2, the Contractor shall, within five (5) Working days, (of receipt of the Authority's comments, (or within such time period as is otherwise stated in Table A), update and resubmit the Contract Document Deliverable to the Authority.
 - 2.3. Upon receipt of the relevant resubmitted Contract Document Deliverable in accordance with Paragraph 2.2, the Authority shall within five (5) Working Days (or within such time period as is otherwise stated in Table A), confirm either,:
 - 2.3.1. that the updated Contract Document Deliverable is Accepted by the Authority; or
 - 2.3.2. if it is not Accepted provide comments on the relevant updated Contract Document Deliverable to the Contractor in sufficient detail to allow the Contractor to provide updates to the previously submitted Contract Document Deliverable and the Contractor may then at its discretion amend and resubmit the Contract Document Deliverable to the Authority and the provisions of Paragraph 2.2 shall apply, or the Contractor may submit the non-Acceptance of the relevant Contract Document Deliverable for resolution under the provisions of the Dispute Resolution Procedure.
3. Unless otherwise specified in the Contract, the Authority shall not be deemed to have accepted a Contractor Document Deliverable unless it has had a reasonable opportunity to examine it after delivery for the purpose to ascertain whether it is in conformity with the Contract.

Table A - Alternative Contractor and Authority Review Period

Contractor Deliverable	Document	Authority Review Period	Contractor Review Period
TNA Stage 2 Report, Training Design Documentation and Training Solution		Twenty (20) Working Days	Ten (10) Working Days

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Part 2 - First Article Inspection

1. No later than thirty (30) Working Days prior to EDD1 (delivery to Purple Gate), the Contractor shall:
 - 1.1. make provision for the Authority to carry out and complete the First Article Inspection at the Contractor's premises in the UK mainland, on the Systems to be delivered for EDD1 including the Initial Spares Package as detailed in Schedule 2 (Statement of Requirements);
 - 1.2. provide such facilities, tools, information and Subject Matter Experts as required by the Authority to conduct the First Article Inspection; and
 - 1.3. provide a Notice to the Authority providing details of when and where the First Article Inspection is proposed to take place and confirm the activities at Paragraph 1.1-1.2 of this Part 2 have been completed.
2. No later than twenty (20) Working Days prior to EDD1 (delivery to Purple Gate), the Authority shall:
 - 2.1. carry out and complete the First Article Inspection on the Systems to be delivered for EDD1 including the Initial Spares as detailed in Schedule 2 (Statement of Requirements); and
 - 2.2. record all results of the inspection in the First Article Inspection Report.
3. No later than ten (10) Working Days after completion of the First Article Inspection, the Authority shall provide the Contractor with a copy of the First Article Inspection Report summarising the inspection activity undertaken and confirming whether or not the First Article Inspection Acceptance Criteria¹ has been met. In the event that any part or all of the First Article Inspection Acceptance Criteria has not been met, the Authority shall provide sufficient detail within the First Article Inspection Report to allow the Contractor to propose a First Article Inspection Rectification Plan to be undertaken by the Contractor in order to meet the First Article Inspection Acceptance Criteria.
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]

¹ First Article Inspection Acceptance Criteria stated within Schedule 2 (*Statement of Requirement*)

Part 3 - MMR System Test and Acceptance

Background

1. The Authority shall test the attributes of the MMR System against the SRD through the verification method and verification criteria within the SRD.
2. The Authority shall provide a System Test and Acceptance Plan that defines the scope of the System Test and Acceptance Activity by detailing the individual Test Scripts to be conducted in order to test the attributes of the MMR System against the System Requirements stated in the SRD.
3. The Authority shall undertake testing activity using multiple Test Scripts and therefore the procedure detailed in Paragraphs 7-10 will apply to any of the individual Test Scripts (and any resulting Test Script Rectification Plans) as defined within the System Test and Acceptance Plan.
4. System Test and Acceptance Activity carried out by or on behalf of the Contractor shall be undertaken at [REDACTED] or at such location as the Authority shall notify to the Contractor from time to time.
5. The Testing and Acceptance Procedure for the MMR System shall be undertaken in accordance with Paragraph 8 - 13 of this Part 3 of Schedule 4 (Test and Acceptance Procedure for the MMR System) and shall commence following the Authority's confirmation that the First Article Inspection Acceptance Criteria have been met.

MMR System Test and Acceptance Activity

6. The Authority shall:
 - 5.1. carry out and complete Test and Acceptance Activity in accordance with the MMR System Test and Acceptance Plan;
 - 5.2. organise and chair a daily Test Review Meeting that will monitor progress against the Test and Acceptance Activity; and
 - 5.3. record all results of completed Test Scripts in a Test Script Report.
7. The Contractor shall:
 - 7.1 [REDACTED]
 - 7.2 provide, which may be via VTC, technical representation to the daily Test Review Meetings; and
 - 7.3 provide Technical Support throughout the MMR System Test and Acceptance Activity (to be tasked in accordance with the ad-hoc tasking process as described in Schedule 2 (Statement of Requirement), Table 6, Serial 1 & 2).

MMR System Test and Acceptance Procedure

8. [REDACTED]

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9. [REDACTED]
10. [REDACTED]
11. [REDACTED]
12. [REDACTED]
13. [REDACTED]