

CONNECTIVITY CONSOLIDATED CONTRACT SCHEDULE

CONSOLIDATED SCHEDULE 19

TESTING PROCEDURES

for Contract Number DCNS/080

Table of Contents

Contents	Page
1 INTRODUCTION.....	1
2 RISK.....	1
3 TESTING OVERVIEW	2
4 TEST STRATEGY.....	3
5 TEST PLANS.....	4
6 TEST SUCCESS CRITERIA.....	5
7 TEST SPECIFICATIONS	6
8 TESTING.....	6
9 TEST ISSUES	7
10 TEST WITNESSING	8
11 TESTING QUALITY AUDIT	9
12 OUTCOME OF TESTING	10
APPENDIX 1 TEST CERTIFICATE	11
APPENDIX 2 MILESTONE ACHIEVEMENT CERTIFICATE	12

CONSOLIDATED SCHEDULE 19

TESTING PROCEDURES

This Consolidated Schedule provides a consolidated version of the requirements of Schedule 4.2 (*Testing Procedures*) of the Call-Off Terms, Appendix 9 to the Call-Off Form and the Customer Authority's special terms relating to Testing.

Capitalised terms used but not defined in this Consolidated Schedule are defined in Consolidated Schedule 1 (*Definitions*).

This Consolidated Schedule sets out the arrangements in relation to testing to be carried out in respect of Implementation only.

1 INTRODUCTION

1.1 This Consolidated Schedule sets out the approach to Testing and the different Testing activities which may be undertaken, including the preparation and agreement of the Test Success Criteria, Test Strategy, Test Plans and Test Specifications.

1.2 This Consolidated Schedule:

- 1.2.1** makes certain provisions about risk in relation to Testing (see Paragraph 2 below);
- 1.2.2** provides an overview of Testing (see Paragraph 3 below);
- 1.2.3** describes the process for finalising the Test Strategy (see Paragraph 4 below);
- 1.2.4** describes the process for finalising Test Plans (see Paragraph 5 below);
- 1.2.5** describes the process for finalising Test Success Criteria (see Paragraph 6 below);
- 1.2.6** describes the process for finalising Test Specifications (see Paragraph 7 below);
- 1.2.7** describes the process for Testing (see Paragraph 8 below);
- 1.2.8** describes how Test Issues will be addressed (see Paragraph 9 below);
- 1.2.9** describes Test Witnessing (see Paragraph 10 below);
- 1.2.10** describes Testing Quality Audits (see Paragraph 11 below); and
- 1.2.11** sets out provisions relating to the outcome of Testing (see Paragraph 12 below).

2 RISK

2.1 The issue of a Test Certificate shall not operate to transfer any risk that the Deliverable, Service or Service Element (as applicable) will meet and/or satisfy the Customer Authority's requirements for that Deliverable, Service or Service Element (as applicable). The issue of a Milestone Achievement Certificate shall not operate to transfer any risk that the Milestone is complete or that it will satisfy the Customer Authority's requirements for that Milestone. The issue of a Milestone Achievement Certificate in respect of a Milestone linked to Authority to Proceed shall not operate to transfer any risk that the Contractor System or the Services will meet and/or satisfy the Customer Authority's requirements for the Services.

2.2 Consequently, the issue of a Test Certificate and/or Milestone Achievement Certificate shall not affect the Customer Authority's right subsequently to reject:

- 2.2.1 all or any element of the Deliverables, Services or Service Elements (as applicable) to which a Test Certificate relates; or
- 2.2.2 any Milestone to which the Milestone Achievement Certificate relates.

3 TESTING OVERVIEW

- 3.1 All Tests conducted by the Contractor shall be conducted in accordance with this Consolidated Schedule and the Test Strategy, Test Plans and Test Specification, unless agreed otherwise in writing by the Parties.
- 3.2 The Contractor shall be responsible for the development, execution and completion of all Testing, including the Test Strategy.
- 3.3 The Contractor shall not submit any Deliverables, Services or Service Elements (as applicable) for Testing:
 - 3.3.1 unless, having complied with Paragraph 8.1 below, it is reasonably confident that they will satisfy successfully the relevant Test Success Criteria and until the Customer Authority has issued a Test Certificate in respect of any prior and dependant Deliverables, Services or Service Elements (as applicable);
 - 3.3.2 until the Parties have agreed (if applicable) the Test Plan and Test Specification relating to those Deliverables, Services or Service Elements (as applicable); and
 - 3.3.3 unless it has provided the Customer Authority with at least ten (10) Working Days' (or such other period as the Parties may agree in writing) notice in writing certifying that the relevant Deliverable, Service or Service Element (as applicable) is ready for Testing.
- 3.4 The Contractor shall submit a Deliverable, Service or Service Element (as applicable) 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 Milestone.
- 3.5 The Customer Authority shall be entitled to review the relevant Test Reports and the Test Issue Management Log before issuing a Test Certificate.
- 3.6 The Contractor shall appoint a testing manager ("**Testing Manager**") as soon as practicable after the Contract Date, but in any case no later than ten (10) Working Days (or such other period as the Parties may agree in writing) after the Contract Date. The Contractor shall ensure that the Testing Manager shall:
 - 3.6.1 act as the main point of contact for the Customer Authority for all matters related to Testing;
 - 3.6.2 liaise and cooperate with Test Witnesses as required by the Customer Authority; and
 - 3.6.3 have day-to-day responsibility for all Testing activities (including the Contractor Personnel's compliance with the Testing Procedures and this Consolidated Schedule, and the successful remediation of any issues identified during Testing).
- 3.7 Tests shall be conducted at a location that is appropriate to the relevant Test, and such a location shall be at the Contractor's premises or at the Customer Authority's test and reference facility as agreed between the Parties in writing (such form of writing to refer to this Paragraph 3.7). The Contractor shall ensure that the test environment that is used to

conduct the Testing is sufficiently representative of the live environment on Customer Authority Sites so as to provide Testing results that mitigate the possibility of unacceptable, unwanted or unexpected performance when the Deliverable, Service or Service Element under Test (as applicable) is introduced into the live environment. The Contractor shall also ensure that such environment gives a good indication of whether the Deliverable, Service or Service Element, when placed in a live environment, will perform in accordance with the Service Requirements. The Contractor shall permit the Customer Authority and any Test Witnesses to attend such sites and premises as is reasonably necessary to observe the Tests.

- 3.8** Any Disputes between the Customer Authority and the Contractor regarding Testing shall be referred to the Dispute Resolution Procedure.

4 TEST STRATEGY

- 4.1** Without prejudice to Paragraphs 3.1 and 3.2 above, the Contractor shall develop, and deliver to the Customer Authority a draft of, the Test Strategy (for the Approval of the Customer Authority) as soon as practicable but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree in writing) after the Contract Date.

- 4.2** The Test Strategy shall facilitate the Implementation Plan and shall include:

- 4.2.1** a description of how Testing of Deliverables, Services and Service Elements shall be conducted in accordance with this Consolidated Schedule to meet the Milestones set out in the Implementation Plan (including a description of the form and scope of such Testing);
- 4.2.2** the process to be used to capture and record Test results and the categorisation of Test Issues;
- 4.2.3** the method for mapping the expected Test results to the Test Success Criteria;
- 4.2.4** the procedure to be followed should a Deliverable, Service or Service Element (as applicable) fail to satisfy the Test Success Criteria or should it produce unexpected results, including a procedure for the resolution of Test Issues and the updating and/or amendment of any relevant documentation;
- 4.2.5** the procedure to be followed to sign off each Test (including the transition to a live environment, if applicable);
- 4.2.6** 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 to resolve Test Issues;
- 4.2.7** the names and contact details of the Customer Authority's and the Contractor's Test representatives;
- 4.2.8** a high level identification of the Contractor resources required for Testing, including facilities, infrastructure and personnel required in the conduct of the Tests;
- 4.2.9** the technical environments required to support the Tests;
- 4.2.10** the procedure for managing the configuration of the Test environments;

4.2.11 the draft criteria which form the basis for the Test Success Criteria to be used in respect of the Unconditional Milestone Achievement Certificates and unconditional Test Certificates, such criteria to be set out in an annex to the Test Strategy ("**Outline Test Success Criteria**"); and

4.2.12 the criteria used to determine the priority classification of Test Issues, such criteria to be set out in an annex to the Test Strategy ("**Draft Test Issue Criteria**").

4.3 The Contractor shall implement any reasonable requirements of the Customer Authority in the Test Strategy (including by amending the Test Strategy in accordance with the Customer Authority's reasonable comments) and shall resubmit the Test Strategy to the Customer Authority promptly until such Test Strategy has been Approved.

5 TEST PLANS

5.1 Without prejudice to Paragraphs 3.1 and 3.2 above, following Approval of the Test Strategy, the Contractor shall develop, and deliver to the Customer Authority a draft of, Test Plans for each Deliverable, Service and Service Element (for the Approval of the Customer Authority) as soon as practicable but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise in writing) before the start date for the relevant Testing as specified in the Implementation Plan.

5.2 Each Test Plan shall include as a minimum (unless agreed otherwise by the Parties in writing):

5.2.1 the relevant Test definition and the purpose of the Test, the Milestone and Deliverables, Services or Service Elements (as applicable) to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be met. (In all cases, a Test for a Milestone shall test that all of the Deliverables or activities required to be completed, delivered or achieved by the Contractor for that Milestone (as described in the Implementation Plan) have been successfully delivered and completed and that each of the Test Success Criteria for the Unconditional Milestone Achievement Certificate relating to that Milestone have been met);

5.2.2 a detailed procedure for the Tests to be carried out, including:

- (i) the timetable for the Tests including start and end dates;
- (ii) the Testing mechanism;
- (iii) dates and methods (including pass/fail conditions associated with the Test Success Criteria) by which the Customer Authority can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
- (iv) the mechanism for ensuring the quality, completeness and relevance of the Tests;
- (v) the format and an example of Test progress reports and the process with which the Customer Authority accesses daily Test schedules;
- (vi) the process with which the Customer Authority will review Test Issues and progress on a timely basis;

- (vii) the Test schedule;
- (viii) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
- (ix) the decision making process for escalation from a re-Test situation to specific remedial action to resolve the problem/Test Issue.

5.3 The Contractor shall implement any reasonable requirements of the Customer Authority in the Test Plans (including by amending the Test Plans in accordance with the Customer Authority's reasonable comments) and shall resubmit each Test Plan to the Customer Authority promptly until such Test Plan has been Approved.

6 TEST SUCCESS CRITERIA

6.1 The Test Success Criteria for the Unconditional Milestone Achievement Certificates and unconditional Test Certificates shall be developed in accordance with this Consolidated Schedule.

6.2 Testing shall be conducted against a defined set of Test Success Criteria.

6.3 As soon as practicable following the Contract Date, but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise in writing) before the start date for the relevant Testing as specified in the Implementation Plan, the Contractor shall submit the relevant draft Test Success Criteria to the Customer Authority for the Customer Authority's Approval, such draft Test Success Criteria to be based on (and to reflect the content of) the Outline Test Success Criteria in the Approved version of the Test Strategy. The Contractor shall ensure that any comments, suggestions or amendments proposed by the Customer Authority (acting reasonably) are incorporated into the draft Test Success Criteria and shall issue an updated copy of the draft Test Success Criteria to the Customer Authority within five (5) Working Days of such comments, suggestions or amendments being communicated to the Contractor by the Customer Authority. The process outlined in this Paragraph 6.3 shall be repeated until the Customer Authority Approves the draft Test Success Criteria, at which time it shall be signed by both Parties and shall become the Test Success Criteria for the relevant Testing.

6.4 The Contractor shall ensure that the Test Success Criteria for each Test of a Service, Service Element or Deliverable are sufficient to:

- 6.4.1** test the functionality and support procedures for the relevant Deliverable, Service or Service Element;
- 6.4.2** verify that the Deliverable, Service or Service Element complies with its specification (including the relevant requirements of Consolidated Schedule 3 (*Service Requirements and Contractor Service Descriptions*)); and
- 6.4.3** verify that any Services to be delivered are both scalable and replicable across the Customer Authority's estate in accordance with Good Industry Practice.

6.5 In respect of Test Success Criteria for an Unconditional Milestone Achievement Certificate, the Contractor shall ensure that, as a minimum, these include:

- 6.5.1** satisfaction of the Test Success Criteria for each Service, Service Element and Deliverable (as applicable) relating to the relevant Milestone; and

- 6.5.2 achievement, completion or delivery of the associated tasks, Approvals and unconditional Test Certificates relating to the relevant Milestone, as set out in the Implementation Plan.

7 TEST SPECIFICATIONS

- 7.1 Without prejudice to Paragraphs 3.1 and 3.2 above, following Approval of a Test Plan the Contractor shall develop the Test Specification for the relevant Deliverables, Services and/or Service Elements for the Approval of the Customer Authority as soon as reasonably practicable and in any event at least ten (10) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise in writing) prior to the start of the relevant Testing as specified in the Implementation Plan.
- 7.2 Each Test Specification for the relevant Deliverables, Services and/or Service Elements shall include as a minimum (unless agreed otherwise by the Parties in writing):
- 7.2.1 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 Customer Authority and the extent to which it is equivalent to live operational data;
 - 7.2.2 a plan to make the relevant resources available for Testing;
 - 7.2.3 Test scripts;
 - 7.2.4 Test pre-requisites and the mechanism for measuring them; and
 - 7.2.5 expected Test results, including:
 - (i) a mechanism to be used to capture and record Test results; and
 - (ii) a method to process the Test results to establish their content.
- 7.3 The Test Specification for a Milestone shall consist of the Contractor:
- 7.3.1 satisfying all the Test Success Criteria for the Unconditional Milestone Achievement Certificate relating to that Milestone; and
 - 7.3.2 providing a Test Report confirming satisfaction of all the Test Success Criteria for the relevant Unconditional Milestone Achievement Certificate pursuant to Paragraph 8.6 below.
- 7.4 The Contractor shall implement any reasonable requirements of the Customer Authority in the Test Specification (including by amending the Test Specification in accordance with the Customer Authority's reasonable comments) and shall resubmit the Test Specification to the Customer Authority promptly until such Test Specification has been Approved.

8 TESTING

General

- 8.1 Before submitting any Deliverables, Services or Service Elements for Testing the Contractor shall, in accordance with Good Industry Practice, subject the relevant Deliverables, Services or Service Elements (as applicable) to its own internal quality control measures. Such internal quality control measures shall include (as a minimum) appropriate unit testing, integration testing and component testing. Any such internal quality control measures shall be conducted by the Contractors at Contractor Premises.

- 8.2** The Contractor shall manage the progress of Testing in accordance with the relevant Test Plan and it shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 10 below.
- 8.3** The Contractor shall notify the Customer Authority in writing at least ten (10) Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of any relevant Tests being carried out by the Contractor and shall permit the Customer Authority and the Test Witnesses to attend any Tests being conducted by the Contractor.
- 8.4** The Customer Authority may raise and close Test Issues during the Test Witnessing process.
- 8.5** As soon as practicable following completion of any Test relating to a Service, Service Element or Deliverable, and in any case no later than five (5) Working Days after completion of such Test, the Contractor shall provide the Customer Authority with a Test Report. Each such Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, Services or Service Elements (as applicable), including:
- 8.5.1** an overview of the Testing conducted;
 - 8.5.2** identification of the relevant Test Success Criteria for the relevant unconditional Test Certificate that have been satisfied;
 - 8.5.3** identification of the relevant Test Success Criteria for the relevant unconditional Test Certificate that have not been satisfied together with the Contractor's explanation of why those criteria have not been met;
 - 8.5.4** the Tests that were not completed together with the Contractor's explanation of why those Tests were not completed;
 - 8.5.5** the Test Success Criteria for the relevant unconditional Test Certificate that passed, failed or which were not tested, and any other relevant categories, in each case grouped by priority level in accordance with Paragraph 9.1 below; and
 - 8.5.6** the specification for any hardware and software used throughout the Testing and any changes that were applied to that hardware and/or software during the Testing.
- 8.6** As soon as practicable following completion of any Test relating to a Milestone, and in any case no later than five (5) Working Days after completion of such Test, the Contractor shall provide the Customer Authority with a Test Report. Each such Test Report shall provide a full report on the Testing conducted in respect of the relevant Milestone, including:
- 8.6.1** identification of the relevant Test Success Criteria for the Unconditional Milestone Achievement Certificate that have been satisfied; and
 - 8.6.2** identification of the relevant Test Success Criteria for the Unconditional Milestone Achievement Certificate that have not been satisfied together with the Contractor's explanation of why those criteria have not been met.

9 TEST ISSUES

- 9.1** Where a Test Report identifies a Test Issue, the Parties shall agree in writing the priority classification of the Test Issue using the Draft Test Issue Criteria annexed to the Approved version of the Test Strategy (such form of writing to refer to this Paragraph 9.1). The

Contractor shall resolve such Test Issue in accordance with the priority classification agreed in writing by the Parties.

- 9.2** The Test Issue Management Log shall log Test Issues to reflect the priority classifications allocated to each Test Issue pursuant to Paragraph 9.1 above.
- 9.3** The Contractor 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 Contractor shall make the Test Issue Management Log available to the Customer Authority upon request and, in any event, within one (1) Working Day of such request.
- 9.4** The Customer Authority Representative shall confirm the priority classification of any Test Issue unresolved at the end of a Test in consultation with the Contractor. If the Parties are unable to agree the priority classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure.

10 TEST WITNESSING

- 10.1** The Customer Authority may, in its sole discretion, require the attendance at any Test of a Service, Service Element or Deliverable, of one (1) or more Test Witnesses. If the Customer Authority requires Test Witnesses, such Test Witnesses will be selected by the Customer Authority, each of whom will have appropriate skills to fulfil the role of a Test Witness.
- 10.2** The Contractor 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.
- 10.3** If decided by the Customer Authority (in its sole discretion), the Test Witnesses may:
 - 10.3.1** actively review the Test documentation and attend and engage in the performance of the Tests on behalf of the Customer Authority so as to enable the Customer Authority to gain an informed view as to whether a Test Issue may be closed or whether the relevant Deliverable, Service or Service Element (as applicable) (or part thereof) should be re-Tested. However, the Test Witnesses will not be involved in the execution of any Test, unless otherwise required by the Customer Authority (in which case, and without prejudice to the Contractor's obligations under this Consolidated Contract, the Test Witnesses may be involved in the execution of some or all aspects of the Testing);
 - 10.3.2** be required to verify that the Contractor conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 10.3.3** produce and deliver their own, independent reports on Testing, which may be used by the Customer Authority to assess whether the Tests have been Achieved;
 - 10.3.4** raise Test Issues on the Test Issue Management Log in respect of any Testing (and the Contractor shall track and appropriately mitigate any such Test Issues); and/or
 - 10.3.5** require the Contractor to demonstrate the modifications made to any defective Deliverable, Service or Service Element (as applicable) before a Test Issue is closed.

- 10.4** The Customer Authority may take into account the opinion of the Test Witnesses in its acceptance or rejection arising from any Testing and in relation to its evaluation of the Contractor's performance.

11 TESTING QUALITY AUDIT

- 11.1** Without prejudice to its rights pursuant to Clause 22 (*Audits, Notifications and Record Keeping*) of this Consolidated Contract, the Customer Authority may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**").

- 11.2** The focus of the Testing Quality Audits shall be on:

- 11.2.1** adherence to an agreed methodology;
- 11.2.2** adherence to the agreed Testing process;
- 11.2.3** review of status and key development issues; and
- 11.2.4** identification of key risk areas.

- 11.3** The Contractor shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

- 11.4** The Customer Authority will give the Contractor at least five (5) Working Days (or such other period as the Parties may agree in writing) written notice of the Customer Authority's intention to undertake a Testing Quality Audit and the Contractor may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Contractor's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Customer Authority will materially and adversely impact the Implementation Plan.

- 11.5** A Testing Quality Audit may involve document reviews, interviews with the Contractor Personnel involved in or monitoring the activities being undertaken pursuant to this Consolidated Schedule, the Customer Authority witnessing Tests and demonstrations of the Deliverables, Services or Service Elements (as applicable) to the Customer Authority. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed in writing by the Parties on a case-by-case basis, such agreement in the case of the Contractor not to be unreasonably withheld or delayed. The Contractor shall provide all reasonable and necessary assistance and access to all relevant documentation required by the Customer Authority to enable it to carry out the Testing Quality Audit.

- 11.6** If the Testing Quality Audit gives the Customer Authority concern in respect of the Testing Procedures or any Test, the Customer Authority will discuss the outcome of the Testing Quality Audit with the Contractor, giving the Contractor the opportunity to provide feedback in relation to specific activities, and subsequently prepare a written report for the Contractor detailing the same to which the Contractor shall, within a reasonable timeframe specified by the Customer Authority, respond in writing.

- 11.7** In the event of an inadequate response to the written report from the Contractor, the Customer Authority (acting reasonably) may withhold a Test Certificate (and consequently delay the issuing of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Customer Authority.

12 OUTCOME OF TESTING

- 12.1** The Customer Authority will issue an unconditional Test Certificate when the Customer Authority believes that a Deliverable, Service or Service Element (as applicable) satisfies the Test Success Criteria (without any Test Issues) for the Tests related to that Deliverable, Service or Service Element (as applicable).
- 12.2** If a Deliverable, Service or Service Element (as applicable) (or any relevant part) does not satisfy the Test Success Criteria, then the Customer Authority may reject the outcome of the Test and provide an explanation of the reasons for such rejection, following which the Contractor shall promptly rectify the cause of the failure and re-submit the Deliverable, Service or Service Element (as applicable) (or the relevant part) to Testing. This Paragraph 12.2 shall be without prejudice to the Customer Authority's rights in Clauses 5.10.2 and 5.10.3 of this Consolidated Contract.
- 12.3** Notwithstanding Paragraph 12.2 above, if a Deliverable, Service or Service Element (as applicable) (or any relevant part) does not satisfy the Test Success Criteria, then the Customer Authority may, in its sole discretion, issue a conditional Test Certificate materially in the form of the document contained in Appendix 1 to this Consolidated Schedule, which includes the conditions which the Contractor is required to meet prior to the Customer Authority issuing an unconditional Test Certificate (a "**Conditional Test Certificate**").
- 12.4** When:
- 12.4.1** the Customer Authority has issued unconditional Test Certificates in respect of all the Deliverables, Services or Service Elements related to a Milestone; and
- 12.4.2** all Test Success Criteria for the unconditional Milestone Achievement Certificate for that Milestone have been satisfied,
- the Customer Authority will issue an unconditional Milestone Achievement Certificate in relation to that Milestone (an "**Unconditional Milestone Achievement Certificate**").
- 12.5** If the Customer Authority has issued:
- 12.5.1** Conditional Test Certificates, or a mixture of unconditional Test Certificates and Conditional Test Certificates, in respect of all the Deliverables, Services or Service Elements related to a Milestone; or
- 12.5.2** certain Test Success Criteria for the Unconditional Milestone Achievement Certificate have not been satisfied,
- the Customer Authority may, in its sole discretion, issue a conditional Milestone Achievement Certificate materially in the form of the document contained in Appendix 2 to this Consolidated Schedule, which includes the conditions which the Contractor is required to meet prior to the Customer Authority issuing an Unconditional Milestone Achievement Certificate (a "**Conditional Milestone Achievement Certificate**").
- 12.6** The issue of a Milestone Achievement Certificate in respect of a Key Milestone shall entitle the Contractor to charge and invoice the Customer Authority for that Key Milestone in accordance with the provisions of Consolidated Schedule 9 (*Charges and Invoicing*).

APPENDIX 1 TEST CERTIFICATE

To: Fujitsu Services Limited
FROM: The Secretary of State for Defence
[Date]
Dear Sirs,

TEST CERTIFICATE

Deliverables / Service / Service Element: ***[insert description of Deliverables / Service / Service Element]***

We refer to the agreement ("**Agreement**") relating to the provision of the [] Services between the Secretary of State for Defence ("**Customer Authority**") and Fujitsu Services Limited ("**Contractor**") dated [].

The definitions for terms capitalised in this certificate are set out in Consolidated Schedule 1 (*Definitions*) to the Agreement.

[For an unconditional Test Certificate:**

We confirm that the Deliverables / Services / Service Elements listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables / Services / Service Elements.]*

OR

[For a Conditional Test Certificate:**

This Conditional Test Certificate is issued on the condition that any Test Issues are remedied in accordance with the Correction Plan attached to this certificate, pursuant to Clauses 5.4 to 5.9 (*Implementation Delays – General Provisions*) of the Agreement.]*

**delete as appropriate*

delete text in **bold and italics

Yours faithfully

[Name]

[Position]

acting on behalf of the Secretary of State for Defence

APPENDIX 2
MILESTONE ACHIEVEMENT CERTIFICATE

To: Fujitsu Services Limited
FROM: The Secretary of State for Defence
[Date]

Dear Sirs,

**[UNCONDITIONAL MILESTONE ACHIEVEMENT CERTIFICATE]*/ [CONDITIONAL
MILESTONE ACHIEVEMENT CERTIFICATE]***

Milestone: *[insert description of Milestone]*

We refer to the agreement ("**Agreement**") relating to the provision of the [] Services between the Secretary of State for Defence ("**Customer Authority**") and Fujitsu Services Limited ("**Contractor**") dated [].

The definitions for terms capitalised in this certificate are set out in Consolidated Schedule 1 (*Definitions*) to the Agreement.

[For Unconditional Milestone Achievement Certificate:**

We confirm that all the Deliverables / Services / Service Elements relating to Milestone number [●] have been tested successfully in accordance with the Test Plan relevant to this Milestone.]*

OR

[For Conditional Milestone Achievement Certificate:**

This Conditional Milestone Achievement Certificate is granted pursuant to Clause 5.10 (*Delays*) of the Agreement on the condition that you remedy any Test Issues [in accordance with the attached Correction Plan, which was required by the Customer Authority and Approved pursuant to Clauses 5.4 to 5.9 (*Implementation Delays – General Provisions*) of the Agreement,] and achieve an Unconditional Milestone Achievement Certificate for the Milestone described above by *[insert date].]**

[For Key Milestones only:**

You may now issue an invoice in respect of the sums due and payable in accordance with Consolidated Schedule 9 (*Charges and Invoicing*).]*

**delete as appropriate*

*** delete text in bold and italics*

Yours faithfully

[Name]

[Position]

acting on behalf of the Secretary of State for Defence