

OFFICIAL - COMMERCIAL

AGREEMENT RELATING TO THE SERVICE AND MAINTENANCE OF FIXED AND MOBILE RN DETECTION  
EQUIPMENT

**Agreement**

**relating to the service and maintenance of fixed and mobile RN detection  
equipment**

**Schedule 6.2 (Testing Procedures)**

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**SCHEDULE 6.2 TESTING PROCEDURES**

- 1 Bidders are to note that as part of the Bidder's tender response, with regards to the Test Strategy detailed in Schedule 6.2, please provide:
  - an outline of the Test Strategy documenting the structure and overview of content of each part to meet the requirements in Schedule 6.2;
  - a method statement which describes how you will develop the Test Strategy to be agreed with the Authority to meet the Milestones in Schedule 6.1 (Implementation Plan), including the activities you would undertake. This must be consistent with your response in Schedule 6.1 (Implementation Plan); and
  - a sample Test Plan in accordance with the type expected as detailed in Schedule 6.2.
- 1.1 The issue of a Test Certificate, a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:
  - (a) operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Authority's requirements for that Deliverable or Milestone; or
  - (b) affect the Authority's right subsequently to reject:
    - (i) all or any element of the Deliverables to which a Test Certificate relates; or
    - (ii) any Milestone to which the Milestone Achievement Certificate relates; or
  - (c) affect the Authorities right to repayment for any Milestones that have Achieved Tests or Deliverables which subsequently fail.
- 1.2 Notwithstanding the issuing of any Milestone Achievement Certificate , the Supplier shall remain solely responsible for ensuring that:
  - (a) the Supplier Solution as designed and developed is suitable for the delivery of the Services and meets the Authority Requirements;
  - (b) the Services are implemented in accordance with this Agreement; and
  - (c) each Service Level is achieved from the Service Commencement Date.
- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy and the Test Plans.
- 2.2 Any disputes between the Supplier and the Authority regarding Deliverable, Milestones, Testing and Achievement shall be referred to the Dispute Resolution Procedure.

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- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Effective Date and in any case not later than 20 (twenty) Working Days (or such other period as the Parties may agree in writing) after the Effective Date. The supplier's Test Strategy will comply with the HO DDaT Test Strategy and comply with recognised International Standards e.g. ISO 29119-3.
- 3.2 The final Test Strategy shall include:
- (a) an overview of how Testing will be conducted in accordance with the Implementation Plan, Variation Procedure and Service Management;
  - (b) the process to be used to capture and record Test results and the categorisation of Test Issues;
  - (c) the procedure to be followed if a Deliverable fails to satisfy the Test Success Criteria or produces unexpected results, including a procedure and proposed timescales for the resolution of Test Issues;
  - (d) the procedure to be followed to undertake and Approve each Test;
  - (e) the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues; and
  - (f) the Test types, Test roles, Test environments, Test phases and typical entry / exit criteria.
- 4.1 The Supplier shall develop Test Plans and submit these for the approval of the Authority as soon as practicable and in any case not later than 20 (twenty) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start date for the relevant Testing (as specified in the Implementation Plan).
- 4.2 Each Test Plan shall include as a minimum:
- (a) 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;
  - (b) 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 by which the Authority can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;

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- (iv) the mechanism for ensuring the quality, completeness and relevance of the Tests;
  - (v) the process which the Authority will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;
  - (vi) the Test schedule;
  - (vii) the re-Test procedure, the timetable and the resources which would be required for re-Testing;
  - (viii) any Health and Safety Requirements on any party impacted by the Tests;
- (c) the process for escalating Test Issues from a re-Test situation to the taking of specific remedial action to resolve the Test Issue;
- (d) requirements and dependencies on other parties including but not limited to:
- (i) the Authority;
  - (ii) Sites;
  - (iii) other service providers;
- (e) where an IT Health Check is conducted the output must include the requirements set out in section 3 (Output) of the prevailing UK Government IT Health Check: supporting guidance (the on-line location for which can currently be found at: <https://www.gov.uk/government/publications/it-health-check-ithc-supporting-guidance/it-health-check-ithc-supporting-guidance> ); and
- (f) the Test Issue Threshold for each Test;
- (g) any other requirements and/or dependencies that are necessary for the execution of the Test Plan.

4.3 The Authority shall not unreasonably withhold or delay its approval of the Test Plans provided that the Supplier shall incorporate specified / agreed reasonable requirements of the Authority in the Test Plans.

The Test Success Criteria for:

- (a) each Test that must be Achieved for the Supplier to Achieve either:
  - (i) a Milestone with defined ATP; or
  - (ii) a Milestone with defined CPP,

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shall be set out in the Test Strategy and Test Plan; and

- (b) all other Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.3 of this Schedule 6.2.

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

6.2 Each Test Specification shall include as a minimum:

- (a) a plan to make the resources available for Testing;
- (b) Test scripts, protocols and / or procedures;
- (c) Test pre-requisites and the mechanism for measuring them; and
- (d) expected Test results, including:
  - (i) a plan to ensure that the Test requirements and dependencies are met prior to the Test;
  - (ii) any Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Authority and the extent to which it is equivalent to live operational data;
  - (iii) any radioactive substances used in the Tests;
  - (iv) Test equipment including but not limited to vehicles;
  - (v) a mechanism to be used to capture and record Test results; and
  - (vi) a method to process the Test results to establish their content.

7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures and provide the Authority with the written output from that internal review, specifically including any failure and reasons for failure.

7.2 The Supplier shall manage, and report on in accordance with Schedule 8.2 (Management Information), the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification.

7.3 Tests may be witnessed by Test Witnesses who:

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- (a) shall actively review the Test documentation;
  - (b) will attend and engage in the performance of the Tests on behalf of the Authority so as to enable the Authority 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;
  - (c) shall not be involved in the execution of any Test;
  - (d) 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;
  - (e) may produce and deliver their own, independent reports on Testing, which may be used by the Authority to assess whether the Tests have been Achieved;
  - (f) may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
  - (g) may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.
- 7.4 The Supplier shall notify the Authority at least 10 (ten) Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Authority shall ensure that the Test Witnesses attend the Tests, except where the Authority has specified in writing that such attendance is not necessary.
- 7.5 The Authority may raise and close Test Issues during the Test process.
- 7.6 The Supplier shall provide to the Authority in relation to each Test:
- (a) a draft Test Report not less than 2 (two) Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and
  - (b) the final Test Report within 5 (five) Working Days (or such other period as the Parties may agree in writing) of completion of the specific Test.
- 7.7 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
- (a) an overview of the Testing conducted;
  - (b) identification of the relevant Test Success Criteria that have been satisfied;

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- (c) identification of the relevant Test Success Criteria that have not been satisfied together with the Supplier's explanation of why those criteria have not been met;
  - (d) the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - (e) the Test Success Criteria that were satisfied, not satisfied or which were not Tested, and any other relevant categories;
  - (f) details of any Tests that have been re-run; and
  - (g) the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 8.1 Where a Test Issue is identified by the Supplier, the Parties shall endeavour to agree on:
- (a) the Severity Level of that Test Issue; and
  - (b) how such Test Issue shall be dealt with,
- and any failure to agree by the Parties shall be resolved in accordance with the Dispute Resolution Procedure.
- 8.2 The Authority may, at its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Authority, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 8.3 The Supplier shall give the suitably security cleared 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.
- 9.1 Without prejudice to its rights pursuant to Clause 44 (Records, Audit Access and Open Book Accounting), the Authority 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.
- 9.2 The focus of the Testing Quality Audits shall be on:
- (a) adherence to an agreed methodology;
  - (b) adherence to the agreed Testing process;
  - (c) adherence to the Quality Plan;
  - (d) review of status and key development issues; and

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- (e) identification of key risk areas.
- 9.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 9.4 The Authority will give the Supplier at least 5 (five) Working Days' written notice of the Authority's intention to undertake a Testing Quality Audit and the Supplier may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if proof is provided that substantiates the Suppliers claim and that the Authority agrees, the carrying out of a Testing Quality Audit at the time specified by the Authority will materially and adversely impact the Implementation Plan.
- 9.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in, monitoring or providing quality assurance for, the activities being undertaken pursuant to this Schedule 6.2 (Testing Procedures), the Authority witnessing Tests and demonstrations of the Deliverables to the Authority. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Authority on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Authority to enable it to carry out the Testing Quality Audit.
- 9.6 If the Testing Quality Audit gives the Authority concern in respect of the Testing procedures or any Test, the Authority shall:
  - (a) discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and
  - (b) subsequently prepare a written report for the Supplier detailing its concerns (an "**Authority Test Report**"),and the Supplier shall, within a reasonable timeframe, respond in writing to the Authority Test Report.
- 9.7 In the event of an inadequate response to an Authority Test Report from the Supplier, the Authority (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Authority.
- 10 ISSUE OF TEST CERTIFICATES AND MILESTONE ACHIEVEMENT CERTIFICATES**
- 10.1 The Authority shall issue a Test Certificate as soon as reasonably practicable when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.



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- 10.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Authority shall notify the Supplier and the Authority may issue a Test Certificate conditional upon the remediation of the Test Issues:
- (a) where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Authority 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
  - (b) 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 Authority's other rights and remedies, such failure shall be addressed using the Rectification Plan procedure set out in Clause 15 of this Agreement (Remedies for Inadequate Provision of The Services).
- 10.3 The Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Agreement, 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.
- 10.4 The Authority shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- (a) the issuing by the Authority of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
  - (b) performance by the Supplier to the reasonable satisfaction of the Authority of any other tasks identified in the Implementation Plan as associated with that Milestone (which may include the submission of a Deliverable that is not due to be Tested, such as the production of Documentation).
- 10.5 The grant of a Milestone Achievement Certificate shall entitle the Supplier to the receipt of a payment for the relevant Implementation Service Charge in respect of that Milestone in accordance with the provisions of Schedule 7.1 (Contract Charges).
- 10.6 If a Milestone is not Achieved, the Authority shall promptly issue a report to the Supplier setting out:
- (a) the applicable Test Issues; and
  - (b) any other reasons for the relevant Milestone not being Achieved.

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- 10.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Authority shall issue a Milestone Achievement Certificate.
- 10.8 If there is one or more Material Test Issues, the Authority shall refuse to issue a Milestone Achievement Certificate and, without prejudice to the Authority's other rights and remedies, such failure shall follow the procedure set out in Clause 15 of this Agreement (Remedies for Inadequate Provision of The Services).
- 10.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Authority may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the Test Issues provided that any such actions shall be agreed before the issue of a conditional Milestone Achievement Certificate and where the Authority issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.
- 10.10 The Supplier shall provide an outline Service Acceptance Test plan as part of this Schedule 6.2 including but not limited to the following:
- (a) Service Acceptance Test definitions and the purpose of each Test and, for each Test, the specific Test Success Criteria to be satisfied;
  - (b) an outline procedure for the Service Acceptance Tests to be carried out, including:
    - (i) an outline timetable for the Service Acceptance Tests, including indicative elapsed times;
    - (ii) the Service Acceptance Testing mechanism;
    - (iii) dates and methods by which the Authority will inspect Service Acceptance Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
    - (iv) the proposed mechanism for ensuring the quality, completeness and relevance of the Service Acceptance Tests;
    - (v) the proposed process which the Authority will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;
    - (vi) the re-Test procedure, the timetable and the resources which would be required for re-Testing;
    - (vii) any Health and Safety Requirements on any party impacted by the Service Acceptance Tests;

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- (c) the process for escalating Service Acceptance Test Test Issues from a re-Test situation to the taking of specific remedial action to resolve the Test Issue; and
- (d) requirements and dependencies on other parties including but not limited to:
  - (i) the Authority;
  - (ii) Ports;
  - (iii) other service providers,

10.11 other requirements and dependencies including but not limited to:

- (a) Port access; and,
- (b) minimum volume of stream of commerce traffic.

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**Annex 1: Milestone Achievement Certificate**

To: [NAME OF SUPPLIER]

FROM:[NAME OF CUSTOMER]

[Date]

Dear Sirs,

MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: [insert description of Milestone]

We refer to the agreement relating to the provision of the Services related to Service And Maintenance Of Fixed And Mobile RN Detection Equipment (the “**Agreement**”) between the Secretary of State for the Home Department (the “**Authority**”) and [name of Supplier] (the “**Supplier**”) dated [date].

Capitalised terms used in this certificate have the meanings given to them in Clause 1 (Definitions and Interpretation) of the Agreement.

[We confirm that all the Deliverables relating to Milestone [number] have been tested successfully in accordance with the Test Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]\*

OR

[This Milestone Achievement Certificate is granted pursuant to Paragraph 1.1 of Schedule 6.2 (Testing Procedures) of the Agreement on the condition that any Test Issues are remedied in accordance with the conditions and requirements attached to this certificate.]\*

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Schedule 7.1 (Charges and Invoicing)]\*

\*delete as appropriate

Yours faithfully

[Name]

[Position]

For and on behalf of [Authority]

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**ANNEX 2: TEST ISSUES – SEVERITY LEVELS**

- 1 Severity Level 1 Test Issue: a Test Issue that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is database or file corruption, data loss or the Deliverable is otherwise materially not fit for purpose;
- 2 Severity Level 2 Test Issue: a Test Issue for which, as reasonably determined by the Authority, there is no practicable workaround available, and which:
  - (a) causes a Component to become unusable;
  - (b) causes a lack of functionality, or unexpected functionality, that has an impact on the current Test;
  - (c) has an adverse impact on any other Component(s) or any other area of the Services;
  - or
  - (d) it is not reasonable to change the Deliverable to render it fit for purpose;
- 3 Severity Level 3 Test Issue: a Test Issue which:
  - (a) causes a Component to become unusable;
  - (b) causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
  - (c) has an impact on any other Component(s) or any other area of the Services;
  - (d) but for which, as reasonably determined by the Authority, there is a practicable workaround available; or
  - (e) major changes to Deliverable can be made to make it fit for purpose;
- 4 Severity Level 4 Test Issue: a Test Issue 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 Services or minor changes may be made to the Deliverable to make it fit for purpose; and
- 5 Severity Level 5 Test Issue: a Test Issue 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 Services or trivial changes may be made to the Deliverable to make it fit for purpose.