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APPLICATIONS AND HOSTING SERVICES

CALL OFF SCHEDULE 5

TESTING

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1. OVERVIEW

- 1.1 This Call Off Schedule and the documents referred to in it describe the approach to Testing and the different Testing activities to be undertaken pursuant to this Call Off Contract, including the preparation and Approval of the Test Strategy and Test Plans.
- 1.2 This Call Off Schedule should be read in conjunction with Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) and the Service Requirements as applicable.

2. INTRODUCTION

- 2.1 Save as otherwise agreed by the Parties, the following shall be subject to Testing in accordance with this Call Off Schedule, the Test Strategy and Test Plans as deemed appropriate by the Customer:
 - a) Deliverables;
 - b) any modification to the Deliverables, including for the purpose of correcting any faults.
- 2.2 This Call Off Schedule relates to Testing for the purposes of the Implementation and for the duration of the Call Off Contract after completion of Implementation.
- 2.3 All the Supplier's costs for (i) Testing relating to Implementation or (ii) any Testing otherwise within the scope of the Services are included within the Call Off Contract Charges and the Supplier shall not be entitled to impose any additional charges in relation to such testing. The costs of any Testing in relation to any Change shall be allocated in accordance with the Change Control Procedure.
- 2.4 Any Disputes between the Supplier and the Customer regarding Testing shall be referred to the Dispute Resolution Procedure.

3. GENERAL PROVISIONS

- 3.1 Testing shall be carried out by the Party that is responsible for its conduct in accordance with this Call Off Contract. The Supplier shall be responsible for Testing, save as otherwise agreed by the Parties in writing.
- 3.2 The Supplier shall notify the Customer at least 10 Working Days (or such other period as the Parties may agree in writing) in advance in writing of the date, time and location of any Tests to be conducted by it and involving the Customer, save that where such Testing involves the co-operation of any Other Supplier or other Central Government Body, the Supplier shall provide such notice at least 20 Working Days in advance. Representatives of the Customer shall be entitled to attend and observe all such Testing in accordance with Paragraph 10 below. The Customer may raise and close Test Issues during Testing.
- 3.3 Where the Customer is to conduct any Testing, the Supplier shall provide the Customer with all such assistance as the Customer reasonably requires in support of such Testing including access to Supplier Personnel and to information and Supplier's Sites.

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- 3.4 Each Party shall bear its own costs in relation to Testing and the activities described in this Call Off Schedule, save as otherwise agreed by the Parties, save that if any Testing confirms that a Deliverable has not met the applicable Test Success Criteria, the Customer 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 in connection with such Deliverable.
- 3.5 Testing will not be undertaken in any Production Environment, other than with the prior written agreement of the Customer.
- 3.6 It is the Parties' intention that Testing should be automated where reasonably practicable and Approved by the Customer.
- 3.7 Without limiting the foregoing, the types of Testing that may be required include:
- a) soak tests;
 - b) regression tests;
 - c) user acceptance testing;
 - d) any forms of testing referred to in the Service Requirements; and
 - e) the Non Functional Tests set forth in Annex 4.
- 3.8 Prior to any Test, the Supplier shall ensure that the relevant Deliverables are in a fit state to undergo Testing, and where requested by the Customer or required pursuant to this Call Off Contract, the Test Strategy or applicable Test Plan, the Supplier shall certify this in writing to the Customer where requested by the Customer.
- 3.9 The Supplier shall make available adequate test environments such as pre-production and production-like environments (including the Test Environment) to support all Testing and shall, where necessary, conduct performance testing using a wide area network connection, or a simulated wide area network connection.
- 3.10 Subject to Paragraph 3.11 below, the Customer shall be entitled to, acting reasonably, determine Test Success Criteria for each Test at its absolute discretion, by notice in writing to the Supplier.
- 3.11 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

4. TEST STRATEGY

- 4.1 The Supplier shall prepare in draft form and issue to the Customer a written testing strategy (the "**Test Strategy**") as soon as practicable after the Call Off Commencement Date but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree) after the Call Off Commencement Date. The purpose of the Test Strategy is to provide a detailed description of the operational arrangements for Testing under this Call Off Contract consistent with this Call Off Schedule.
- 4.2 The Test Strategy shall include:
- a) an overview of how Testing will be conducted (including in relation to Implementation);
 - b) the complete list of Tests to be conducted during the Implementation Period;

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- c) the process to be used to capture and record Testing results and the categorisation of issues identified by such Testing ("**Test Issues**");
- d) the procedure to be followed if a Deliverable fails to satisfy the Test Success Criteria or produces unexpected results, including a procedure for the resolution of Test Issues;
- e) the procedure to be followed to sign off each Test;
- f) the process for the production and maintenance of Test Reports, including templates for the Test Reports and the Test Issue Management Log, and a template plan for the resolution of Test Issues
- g) the names and contact details of the Customer's and the Supplier's representatives in relation to Testing;
- h) a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Customer and/or third party involvement in the conduct of the Testing;
- i) the technical environments required to support the Tests; and
- j) the procedure for managing the configuration of the Test Environment.

4.3 Following formal submission of the draft Test Strategy to the Customer, the Customer shall:

- a) review and comment on the Test Strategy as soon as reasonably practicable; and
- b) notify the Supplier in writing that it Approves or rejects the Test Strategy no later than 20 Working Days after the date on which the Test Strategy is delivered to the Customer.

4.4 If the Customer rejects the Test Strategy the Customer shall inform the Supplier in writing of its reasons for its rejection; and the Supplier shall then revise the Test Strategy (taking reasonable account of the Customer's comments) and shall re-submit a revised Test Strategy to the Customer for the Customer's Approval within ten (10) Working Days of the date of the Customer's notice of rejection and the procedure in Paragraph 4.3 shall be repeated.

5. TEST PLANS

5.1 Save as otherwise agreed by the Parties, for each Test, the Supplier shall prepare and submit to the Customer for Approval a written plan for the conduct of the relevant Test ("**Test Plan**") 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) prior to the start date for the relevant Testing. Each Test Plan shall be in accordance with the Test Strategy and this Call Off Schedule.

5.2 Each Test Plan shall include as a minimum:

- a) the relevant Test definition and the purpose of the Test, any Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied (where applicable as specified by the Customer in accordance with Paragraph 3.10 above);
- b) a detailed procedure for the Tests to be carried out, including:

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- (i) any applicable Test Issue Thresholds;
- (ii) the timetable for the Tests including start and end dates;
- (iii) the Testing mechanism;
- (iv) dates and methods by which the Customer can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
- (v) the mechanism for ensuring the quality, completeness and relevance of the Tests;
- (vi) the format and an example of Test progress reports and the process by which the Customer accesses daily Test schedules;
- (vii) the process to allow the Customer to review Test Issues and the Supplier's progress in resolving these in a timely manner;
- (viii) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
- (ix) the process for escalating Test Issues from a re-Test situation to the taking of specific remedial action to resolve the Test Issue.

5.3 The Testing activities in accordance with the Test Plan may include, as appropriate:

- a) an inspection of Deliverables;
- b) a demonstration of any relevant aspect of the Service(s);
- c) the running of real, or simulated, operational workload on any relevant system;
- d) the monitoring of the provision of the Service, over an agreed trial period to verify that the provision of the Service meets or exceeds with the Service Level Performance Measure for that Service;
- e) interface tests to any systems.

5.4 The Parties agree that interface Testing to Customer and/or third party systems outside the scope of the Services shall be conducted as a matter of course in accordance with Good Industry Practice and the Supplier shall liaise and co-operate with third party suppliers and the Customer (including separate departments of the Customer) as necessary to achieve this. Where the cost of any Testing is included in the Call Off Contract Charges, the Supplier shall not impose any additional charges in respect of any such interface testing required in relation to such Testing.

5.5 The Supplier shall not enact any Test Plan until it is Approved by the Customer. The Customer shall not unreasonably withhold or delay its Approval of the Test Plans provided that the Supplier shall implement any reasonable requirements of the Customer in the Test Plan. If the Customer rejects a Test Plan the Customer shall inform the Supplier in writing of its reasons for its rejection and the Supplier shall then revise the Test Plan (taking reasonable account of the Customer's comments) and shall re-submit a revised Test Plan to the Customer for the Customer's Approval within five (5) Working Days of the date of the Customer's notice of rejection.

6. MILESTONE TESTING

6.1 The applicable Milestones in relation to Implementation are set out in Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel).

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- 6.2 When the Supplier anticipates that it shall deliver a Milestone it shall prepare the necessary Test Plan in accordance with Paragraph 5 above and submit any Deliverables relating to that Milestone to Testing in accordance with the Implementation Plan and this Call Off Schedule.
- 6.3 The issuance of Satisfaction Certificates in relation to Milestones is provided for in Paragraph 13 below.

7. DELIVERABLES

- 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 not submit any Deliverable for Testing:
- a) unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - b) until the Customer has issued a Test Certificate in respect of any prior Deliverable(s) on which the relevant Deliverable subject to Testing depends; and
 - c) until the Customer has Approved the Test Plan relating to the relevant Deliverable(s).
- 7.3 The Supplier shall submit each Deliverable for Testing or re-Testing by or before any applicable date(s) for the commencement of Testing in respect of the relevant Deliverable set out in the Outline and Detailed Implementation Plans, Test Strategy and/or Test Plan.
- 7.4 Where relevant, the Supplier shall ensure all tests follow the progression path of testing within the development environment, Test Environment, and where agreed with the Customer, testing within the Production Environment, Approved by the Customer in advance.

8. TEST REPORTS

- 8.1 The Supplier shall provide to the Customer in relation to each Test:
- a) a draft Test Report not less than 5 Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to commence; and
 - b) the final Test Report within 5 Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 8.2 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 in each case grouped by Severity Level in accordance with Paragraph 9 of this Call Off Schedule;
 - 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) any Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;

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- e) the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

9. TEST ISSUES

- 9.1 Where a Test Report identifies a Test Issue, the Customer shall determine 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.
- 9.2 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 Customer upon request.

10. TEST WITNESSES

- 10.1 The Customer shall be entitled to appoint Test Witnesses in its discretion from time to time. 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.
- 10.2 The Test Witnesses:
 - a) may actively review the Test documentation;
 - b) may attend and engage in the performance of the Tests on behalf of the Customer so as to enable the Customer 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) may be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Strategy and Test Plan;
 - d) may produce and deliver their own, independent reports on Testing, which may be used by the Customer to assess whether the Tests have been adequately completed in accordance with this Call Off Schedule;
 - e) may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
 - f) may require the Supplier to demonstrate the modifications made to any Deliverable that had a Defect before a Test Issue is closed.

11. TESTING QUALITY AUDIT

- 11.1 Without prejudice to its rights pursuant to Clause 21 of the Call Off Contract, the Customer or an agent or contractor appointed by the Customer 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.
- 11.2 The focus of the Testing Quality Audits shall be on:
 - a) adherence to the agreed methodology;
 - b) adherence to the agreed Testing process;
 - c) review of status and key development issues; and

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- d) identification of key risk areas.
- 11.3 The Supplier shall allow sufficient time pursuant to the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided, where applicable.
- 11.4 The Customer will give the Supplier at least 5 Working Days' written notice of the Customer'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 in the Supplier's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Customer will materially and adversely impact the delivery of the Services.
- 11.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in or monitoring the activities being undertaken pursuant to this Call Off Schedule, witnessing of Tests and demonstrations of the Deliverables. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Customer 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 Customer to enable it to carry out the Testing Quality Audit.
- 11.6 If the Testing Quality Audit gives the Customer concern in respect of the Testing Procedures or any Test, the Customer 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,

and the Supplier shall, within a reasonable timeframe, respond in writing to the Customer's report.
- 11.7 In the event of an inadequate response to the written report from the Supplier, the Customer (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Satisfaction Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Customer.

12. OUTCOME OF TESTING OF DELIVERABLES

- 12.1 The Customer will issue a Test Certificate to the Supplier when it has been established to the Customer's reasonable satisfaction that the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 12.2 If it has not been established to the Customer's reasonable satisfaction that the Deliverables (or any relevant part) satisfy the Test Success Criteria then, without prejudice to the Customer's other rights and remedies under this Call Off Contract, the Customer shall notify the Supplier and:
 - a) the Customer may issue a Test Certificate conditional upon the remediation of the Test Issues, in accordance with an agreed Rectification Plan provided that any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Customer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for Approval by the Customer within 10 Working Days of receipt of the Customer's written request for this); or

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- b) where the Parties agree that there is sufficient time, the Customer may extend the dates in the Test Plan by such reasonable period or periods as it may determine in its discretion and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing.
- 12.3 Where a conditional Test Certificate is to be issued, the Supplier shall promptly remediate any outstanding Test Issues.
- 12.4 The Customer shall be entitled, without prejudice to any other rights and remedies that it has under this Call Off 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.

13. ISSUE OF SATISFACTION CERTIFICATE

- 13.1 The Customer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - a) the issuing by the Customer 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 Customer of any other tasks, and achievement of all other matters, 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).
- 13.2 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a Milestone Payment in accordance with the provisions of the Implementation Plan and Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
- 13.3 If a Milestone is not Achieved by the applicable date in the Implementation Plan, the Customer 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.
- 13.4 If a Milestone is not Achieved only because there are outstanding Test Issues but such Test Issues are within the Test Issue Threshold, then provided there are no Material Test Issues, the Customer shall issue a Satisfaction Certificate.
- 13.5 If there is one or more Material Test Issue(s) or the Milestone has otherwise not been met, the Customer shall refuse to issue a Satisfaction Certificate.
- 13.6 If there are Test Issues which are outside the Test Issue Threshold but there are no Material Test Issues, the Customer may at its discretion (without waiving any rights or remedies) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 - a) any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Customer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for Approval by the Customer within 10 Working Days of receipt of the Customer's report pursuant to Paragraph 13.3 of this Call Off Schedule); and

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- b) where the Customer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

14. STATUS OF CERTIFICATES

- 14.1 The issue of a Test Certificate, a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
 - a) constitute confirmation that the relevant Deliverable is complete or will meet and/or satisfy the Customer's Service Requirements for that Deliverable; or
 - b) affect the Customer's right subsequently to reject or dispute the Achievement of:
 - (i) all or any element of the Deliverables to which a Test Certificate relates; or
 - (ii) any Milestone to which the Satisfaction Certificate relates.
- 14.2 Notwithstanding the issuing of any Test Certificate, a Satisfaction Certificate and/or a conditional Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that:
 - a) the Services are implemented in accordance with this Call Off Contract;
 - b) each Service Level is met; and
 - c) this Call Off Contract is otherwise adhered to.

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ANNEX 1: TEST ISSUES – SEVERITY LEVELS

1. SEVERITY LEVEL 1 ERROR

- 1.1 This is an error 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, or data loss.

2. SEVERITY LEVEL 2 ERROR

- 2.1 This is an error for which, as reasonably determined by the Customer, 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 Services.

3. SEVERITY LEVEL 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 Services;
- but for which, as reasonably determined by the Customer, there is a practicable Workaround available.

4. SEVERITY LEVEL 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 Services.

5. SEVERITY LEVEL 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 Services.

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ANNEX 2: TEST CERTIFICATE

To: [insert name of Supplier]

From: [insert name of Customer]

[insert Date dd/mm/yyyy]

Dear Sirs,

TEST CERTIFICATE

Deliverables:

[Note: Insert description of the relevant Deliverables/Milestones]

We refer to the agreement ("**Call Off Contract**") relating to the provision of the Services between the [insert Customer name] ("**Customer**") and [insert Supplier name] ("**Supplier**") dated [insert Call Off Commencement Date dd/mm/yyyy].

The definitions for terms capitalised in this certificate are set out in this Call Off Contract.

[We confirm that it has been established to our reasonable satisfaction that all of Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

[OR]

[This Test Certificate is issued pursuant to Paragraph [12.2(a)] of Call Off Schedule 5 (Testing) of this Call Off Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

[Note: delete as appropriate]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

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ANNEX 3: SATISFACTION CERTIFICATE

To: [insert name of Supplier]

From: [insert name of Customer]

[insert Date dd/mm/yyyy]

Dear Sirs,

SATISFACTION CERTIFICATE

Milestone:

[Note: Insert description of the relevant Milestones]

We refer to the agreement ("**Call Off Contract**") relating to the provision of the Services between the [insert Customer name] ("**Customer**") and [insert Supplier name] ("**Supplier**") dated [insert Call Off Commencement Date dd/mm/yyyy].

The definitions for terms capitalised in this certificate are set out in this Call Off Contract.

[We confirm that it has been established to our reasonable satisfaction 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 Satisfaction Certificate is granted pursuant to Paragraph [13.6] of Call Off Schedule 5 (Testing) of this Call Off Contract 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 the provisions of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)]*

[Note: delete as appropriate]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

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ANNEX 4: NON FUNCTIONAL TESTS



CPS proposed Non
Functional test criteri