

OFFICIAL - SENSITIVE - COMMERCIAL

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SCHEDULE 6.1

MOBILISATION

OFFICIAL

Mobilisation

DEFINITIONS

In this Schedule, the following definitions shall apply:

"Detailed Mobilisation Plan" means the plan prepared in accordance with paragraph 2.2 of this Schedule 6.1 (*Mobilisation*);

"Mobilisation Commencement Date" means As agreed between the Authority and the Supplier;

"Mobilisation Plan" the Outline Mobilisation Plan and the Detailed Mobilisation Plan as described in this Schedule;

"Outline Mobilisation Plan" means the plan in the form set out at Annex 1 of this Schedule 6.1 (*Mobilisation*), which contains a summary of the mobilisation Milestones, Deliverables and due dates.

1 GENERAL

1.1 The Supplier shall plan, prepare for and carry out the Mobilisation Activities in accordance with this Schedule, and shall:

- (a) comply with the Detailed Mobilisation Plan; and
- (b) be responsible for overall management of the activities under the Detailed Mobilisation Plan in order to ensure the timely completion of each task and Milestone.

2 APPROVAL OF THE DETAILED MOBILISATION PLAN

2.1 The Supplier shall submit a draft of the Detailed Mobilisation Plan to the Authority for approval within 20 Working Days of the Effective Date. The Supplier shall ensure that the Detailed Mobilisation Plan is developed in accordance with the requirements set out in the Outline Mobilisation Plan.

2.2 The Supplier shall ensure that the draft Detailed Mobilisation Plan:

- (a) incorporates all of the Milestones and Milestone Dates set out in the Outline Mobilisation Plan;
- (b) includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:
 - (i) the completion of any Deliverable;

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- (ii) the completion of any testing to be undertaken in accordance with Schedule 6.2 (*Testing Procedures*); and
 - (iii) the completion of any deployment or transition activity;
 - (c) clearly details all the steps required to implement the Milestones to be achieved up to and including the final Milestone, in conformity with the Authority Requirements;
 - (d) incorporates as a minimum the set of components required to implement the activities of the Mobilisation Plan as set out in Annex 2 (*Minimum Set of Mobilisation Components*);
 - (e) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
 - (f) clearly details all the Supplier's dependencies on the Authority in order to complete the activities under the Detailed Mobilisation Plan; and
 - (g) includes all the Supplier's assumptions in setting out the activities and timescales in the Detailed Mobilisation Plan.
- 2.3 Prior to the submission of the draft Detailed Mobilisation Plan to the Authority in accordance with Paragraph 2.1, the Authority shall have the right:
- (a) to review any documentation produced by the Supplier in relation to the development of the Detailed Mobilisation Plan; and
 - (b) to require the Supplier to include any reasonable changes or provisions in the Detailed Mobilisation Plan.
- 2.4 Following receipt of the draft Detailed Mobilisation Plan from the Supplier, the Authority shall:
- (a) review and comment on the draft Detailed Mobilisation Plan as soon as reasonably practicable; and
 - (b) notify the Supplier in writing that it approves or rejects the draft Detailed Mobilisation Plan no later than 20 Working Days after the date on which the draft Detailed Mobilisation Plan is first delivered to the Authority.
- 2.5 If the Authority rejects the draft Detailed Mobilisation Plan:
- (a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - (b) the Supplier shall then revise the draft Detailed Mobilisation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Mobilisation Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.4 and this Paragraph 2.5 shall apply again to any resubmitted draft Detailed Mobilisation Plan, provided that either Party may

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refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

- 2.6 If the Authority approves the draft Detailed Mobilisation Plan, it shall replace the Outline Mobilisation Plan as the Mobilisation Plan from the date of the Authority's notice of approval.
- 2.7 Following the approval of the Detailed Mobilisation Plan by the Authority:
- (a) the Supplier shall submit a revised Detailed Mobilisation Plan to the Authority every month until the Operational Service Commencement Date; and
 - (b) the Authority shall be entitled to request a revised Detailed Mobilisation Plan at any time by giving written notice to the Supplier. The Supplier shall, within 20 Working Days of receiving such a request, submit a draft revised Detailed Mobilisation Plan to the Authority for approval in accordance with the procedure set out in Paragraph 2.1 to 2.6.
- 2.8 Changes to any Milestones, Milestone Payments or Delay Payments shall only be made in accordance with the Change Control Procedure.
- 2.9 Any proposed amendments to the Detailed Mobilisation Plan shall not come into force until they have been approved in writing by the Authority.

3 TRANSITION FROM INCUMBENT SUPPLIER OR THE AUTHORITY - NOT APPLICABLE

- 3.1 The Supplier shall provide to the Authority any reasonable assistance requested by the Authority to allow any services provided by the Incumbent Supplier or the Authority (as applicable) to continue without interruption during transition and to facilitate the orderly transfer of responsibility for and conduct of those services from the Incumbent Supplier or the Authority (as applicable) to the Supplier without any adverse impact on current service levels and service delivery provided to the Authority.

4 CHARGES - NOT APPLICABLE

5 REPORTING AND RISKS

- 5.1 The Supplier shall provide to the Authority progress reports on a weekly basis including an executive dashboard, against the Detailed Mobilisation Plan, which will set out:
- (a) the current status of the Mobilisation Activities;
 - (b) the Supplier's progress against all Milestones and other activities set out in the Detailed Mobilisation Plan, any actual or anticipated delays to the Detailed Mobilisation Plan and anticipated remedial activities in respect of such delay;

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- (c) the actual and anticipated risks and issues (including a RAID log as set out in Paragraph 5.2), the impact or likely impact of such risks and issues on the Detailed Mobilisation Plan and the associated mitigation actions being taken by the Supplier.

- 5.2 The Supplier shall maintain a RAID log which sets out (and promptly report to the Authority upon becoming aware of) any technical, commercial, delivery, financial, legal and other risks, assumptions, issues and dependencies in carrying out the Detailed Mobilisation Plan, including risk mitigation strategies, preventive measures and contingency plans for rapid recovery from the occurrence of all such risks and issues.

6 SECURITY AND SAFETY

- 6.1 The Supplier shall carry out its obligations under this Schedule in compliance with all applicable site safety and security procedures of the Authority and the Incumbent Supplier to the Authority (as applicable) and in accordance with the relevant provisions of the Agreement.

7 ACHIEVEMENT OF MILESTONES AND READINESS REVIEWS

- 7.1 The Supplier's achievement of the Milestones set out in the Detailed Mobilisation Plan shall be assessed in accordance with Schedule 6.2 (*Testing Procedures*).
- 7.2 Supplier shall cooperate with and assist the Authority in carrying out readiness reviews for the Mobilisation 12 weeks prior to the Operational Service Commencement Date in order to satisfy key Authority stakeholders that the relevant Services can be transferred to the Supplier without impact on business operations.

8 GOVERNMENT REVIEWS

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

9 DELAYS

- 9.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay:
 - (a) it shall:
 - (i) notify the Authority (and any applicable Service Recipients) in accordance with Clause 27.1 (*Rectification Plan Process*);
 - (ii) comply with the Rectification Plan Process in order to address the impact of the Delay or anticipated Delay;
 - (iii) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and

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- (b) without prejudice to 9.1(a) above, if the Delay or anticipated Delay relates to a Key Milestone, Delay Payments may be payable.

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ANNEX 1: OUTLINE MOBILISATION PLAN

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Project Milestones		Requirements	Design	Development	Testing	Deployment	Post-Deployment	Overall Status
Initiation	Project Charter	Approved	Approved	Approved	Approved	Approved	Approved	Approved
	Stakeholder Identification	Approved	Approved	Approved	Approved	Approved	Approved	Approved
Planning	Scope Definition	Approved	Approved	Approved	Approved	Approved	Approved	Approved
	Resource Allocation	Approved	Approved	Approved	Approved	Approved	Approved	Approved
Execution	Task Assignment	Approved	Approved	Approved	Approved	Approved	Approved	Approved
	Task Monitoring	Approved	Approved	Approved	Approved	Approved	Approved	Approved
Monitoring & Control	Progress Tracking	Approved	Approved	Approved	Approved	Approved	Approved	Approved
	Resource Management	Approved	Approved	Approved	Approved	Approved	Approved	Approved
Closure	Final Review	Approved	Approved	Approved	Approved	Approved	Approved	Approved
	Project Handover	Approved	Approved	Approved	Approved	Approved	Approved	Approved
Overall Project Status: On Track								

ANNEX 2: MINIMUM SET OF MOBILISATION COMPONENTS

Mobilisation component	Description
Mobilisation management	To set up and manage the Mobilisation , based on industry standard good practice project and programme management frameworks.
Data management	To perform the detailed data discovery of Service(s) and to manage and maintain the data from service transfer.
Governance	To implement governance for the Detailed Mobilisation Plan (for instance, the organisational forums) as detailed in Schedule 8.1 (<i>Governance</i>) and Schedule 6.1 (<i>Mobilisation</i>), to enable the management of the relationship between the Supplier and the Authority from the Effective Date.
Communication	To plan, prepare and implement an effective communication approach from Mobilisation Commencement Date, as jointly agreed by the Supplier and the Authority.
Staff transfer	To carry out the staff consultation and engagement to effect the smooth transition and integration of in scope roles/staff from Incumbent Supplier to the Supplier, as specified in Schedule 9.1 (<i>Staff Transfer</i>).
Pay, pension and benefits	To plan, prepare and implement the solutions for payroll, pensions and staff benefits.
Workforce management	To manage overall transferring and required workforce resourcing including: attrition, vacant roles, recruitment, backfill for key personnel, contract staff and grade mapping.

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Mobilisation component	Description
Knowledge transfer	To transfer the knowledge from the Incumbent Supplier to the Supplier for the transferred Service(s).
Induction and training	To provide induction information to the transferring staff relating to the Supplier. To deliver appropriate training for staff where needed for service provision under the Supplier's operating model.
In-flight projects	To assess and transfer in flight projects to the Supplier as appropriate. To implement the project management processes and tools to support the delivery of any new projects for the Authority after the transfer of Service(s).
Demand management	To develop processes and tools that enable the Supplier to manage all service requests.
Post Contract Verification	To undertake the detailed discovery to validate assumptions in the contractual documentation and to prepare a final report to agree and approve all Contract Changes prior to the defined period specified in the Agreement.
Asset validation	To validate and make accurate the list of in-scope assets for which management responsibility is to be transferred from the Authority and Incumbent Supplier to the Supplier, in accordance with Schedule 4.5 (<i>Assets</i>).
Operating model and service design	To design and deliver the operating model for service provision including (as a minimum): process, organisation, location, data, applications, tooling, technology and commercials.
Finance	To set up all the processes defined in the Agreement, Schedule 7.1 (<i>Charges and Invoicing</i>) and Schedule 7.5 (<i>Financial Reports, Financial Model and Audit Rights</i>) that the Supplier and the Authority shall use to provide financial information, ensuring the accurate and timely billing and payment for the Service(s).

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Mobilisation component	Description
Contract management	To implement processes and procedures to effectively manage the contract from the Operational Services Commencement Date, and handle queries, issues and Contract Changes as they arise during the Term.
Asset management	To take responsibility for the Incumbent Supplier's asset management solution and continue to operate it.
Reporting	Ensure the continued production of reports as specified in Schedule 6.1 (<i>Mobilisation</i>) and Schedule 8.2 (<i>Reports and Records</i>) in order to support Governance and operations.
Service continuity management	To perform gap analysis and report, agree and align the changes necessary to ensure no disruption to service throughout the transfer of Service(s).
Quality management	To provide assurance to the Supplier and the Authority that the Deliverables are complete, have met their quality criteria and the agreed processes have been observed.
Security management	To report, agree and align the activities necessary to ensure system security is maintained or enhanced during Mobilisation, as specified in Schedule 2.4 (<i>Security Management</i>).
User account provisioning	To set up infrastructure and user accounts including access rights to tools and applications needed for each role.
Testing	To provide evidence that the Supplier Solution as designed and developed is suitable for the delivery of the Service(s) and meets the Authority requirements.
Mobilisation readiness	To assess the state of Supplier readiness for a successful transfer and ongoing end to end provision of Service(s).

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Mobilisation component	Description
Cutover and Day 1 Experience	Over the weeks prior to the transfer of Service(s), to plan and prepare for a smooth transfer of the Service(s) from the Incumbent Supplier to the Supplier. On day of transfer of Service(s), to implement the cutover plan and transfer the Service(s) to the Supplier.
Post Mobilisation aftercare	To plan and implement support arrangements for the period following transfer of Service(s). To resolve issues arising from the transfer of Service(s).