

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 6.1 (Implementation Plan)

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SCHEDULE 6.1

IMPLEMENTATION PLAN

1 INTRODUCTION

1.1 This Schedule:

- (a) defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan; and
- (b) identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

2 OUTLINE IMPLEMENTATION PLAN

2.1 During the procurement leading to this Agreement, the Supplier will have submitted an Outline Implementation Plan prepared in accordance with Good Industry Practice for the implementation of the supply of the Goods and Services according to the Milestones and Milestone Dates set out in Annex 1 and Annex 2 to this Schedule 6.1 (Implementation Plan) (the “**Outline Implementation Plan**”). This Outline Implementation Plan will serve as a summary of the draft Detailed Implementation Plan to be developed and agreed within 30 Working Days of the Effective Date.

2.2 The Outline Implementation Plan provides a summary approach that includes (but is not limited to):

- (a) the Supplier's proposed approach to the Achievement of the Milestones and the completion of Deliverables to be Achieved up to and including the Milestone 4 (Transition Complete/Service Commencement);
- (b) a project management Gantt chart (in MS Project format) showing the tasks with completion dates as to how the Supplier will achieve the Detailed Implementation Plan;
- (c) the completion, and any activity associated with the completion of any Deliverables;
- (d) the resources model to be used to provide the Services and details of the required roles and responsibilities (consistent with Schedule 9.2 (Key Personnel) and the Contract Charges);
- (e) the process for Staff Transfer and the stages and proposed approach in compliance with Schedule 9.1 (Staff Transfer) and relevant legislation;
- (f) points of contact, name of the responsible organisations, titles, and contact details for those who serve as points of contact for the Implementation;
- (g) the process and approach to the provision of Goods; and

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- (h) a glossary of all terms and abbreviations in line with Clause 1 (Definitions and Interpretation) and Schedule 1 (Definitions).

3 DETAILED IMPLEMENTATION PLAN

3.1 The Parties shall agree the Detailed Implementation Plan within 30 Working Days of the Effective Date.

3.2 The Supplier shall develop the Detailed Implementation Plan and submit it to the Authority as soon as reasonably practicable after the Effective Date and in any case, not more than 20 Working Days after the Effective Date

3.3 the Milestones and associated Deliverables that make up the Detailed Implementation Plan are set out in Annex 1 and Annex 2 to this Schedule 6.1 (Implementation Plan).

3.4 All changes proposed by the Supplier to the Detailed Implementation Plan shall be subject to the Variation Procedure provided that the Supplier shall not attempt to delay any of the Milestones using the Variation Procedure or otherwise (except in accordance with Clause 13.3 (Supplier Relief)).

3.5 The Supplier shall ensure that the Detailed Implementation Plan:

- (a) incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;
- (b) includes (as a minimum) the Supplier's proposed plan for the Achievement of the Milestones, including:
 - (i) the steps required to implement the Milestones to be Achieved;
 - (ii) the completion of all Deliverables;
 - (iii) the completion of any configuration or Implementation activity to implement the Services as detailed in Schedule 2.1 (Services Description);
 - (iv) the completion of any deployment or transition activity; and
 - (v) verification of the operations that the Services are to cover under the Agreement;
- (c) clearly identifies and details dependencies the Supplier has on the Authority or any other party for performance of its obligations;
- (d) includes a project management Gantt chart (in MS Project format) showing the tasks with completion dates of the Detailed Implementation Plan (including resource requirements and dependencies) produced using a recognised project management software tool (e.g. MS Project);
- (e) includes points of contact, name of the responsible organisations, titles, and contact details for those who serve as points of contact for the Implementation;

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- (f) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
 - (g) uses terms and abbreviations in line with Clause 1 (Definitions and Interpretation) and Schedule 1 (Definitions) and a glossary that is consistent with this Agreement;
 - (h) details the completion and approvals to be undertaken in accordance with or generally in compliance with Schedule 6.2 (Testing Procedures);
 - (i) details of any BCDR Plan provisions to be undertaken in accordance with Schedule 8.4, (BCDR);
 - (j) details of any Security Management Plan provisions to be undertaken in accordance with Schedule 2.4 (Security Management) and the activities corresponding to those provisions;
 - (k) details of the corresponding activities as set out in the Security Management Plan; and
 - (l) details of the training required to meet the requirements of the Detailed Implementation Plan.
- 3.6 Prior to the submission of the draft Detailed Implementation Plan to the Authority in accordance with Paragraph 3.1, the Authority shall have the right to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan.
- 3.7 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Authority shall:
- (a) review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
 - (b) notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than 10 Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Authority.
- 3.8 If the Authority rejects the draft Detailed Implementation Plan:
- (a) the Authority shall inform the Supplier in writing of its reasons for its rejection (a “**Notice of Rejection**”); and
 - (b) the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Authority's comments and reasons for rejection) and shall re-submit a revised draft Detailed Implementation Plan to the Authority for the Authority's approval within 10 Working Days of the date of the Notice of Rejection. The provisions of Paragraph 3.4 and this Paragraph 3.8 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

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3.9 If the Authority approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan contained within Annex 3 from the date of the Authority's notice of approval with the Detailed Implementation Plan.

4 UPDATES TO AND MAINTAINANCE OF THE DETAILED IMPLEMENTATION PLAN

4.1 Following the approval of the Detailed Implementation Plan by the Authority:

- (a) the Supplier shall submit a revised Detailed Implementation Plan to the Authority every 2 Months starting 2 Months from the Effective Date until Milestone 4 has been completed. The Authority may require the Supplier to provide a revised Detailed Implementation Plan as and when required, the Authority confirming its requirements and agreeing the reasonable timing of such a report as required;
- (b) without prejudice to Paragraph 4.1(a), the Authority shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Authority within 20 Working Days of receiving such a request from the Authority (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);
- (c) any revised Detailed Implementation Plan shall (subject to Paragraph 4.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3; and
- (d) the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Service Meeting. In preparation for such Service Meetings, the most recently agreed Detailed Implementation Plan shall be the basis for the performance review but shall be updated by the Supplier to the Authority not less than 5 Working Days in advance of the Service Meeting.

4.2 Any material amendments (in the reasonable opinion of the Authority) to the Detailed Implementation Plan shall be subject to the Variation Procedure.

5 IMPLEMENTATION SERVICES

5.1 The Supplier is responsible at all times for the clarity, accuracy, fitness, suitability and completeness of compliance of the Supplier Solution with the terms of this Agreement, in particular the Schedule 2.1 (Services Description). It is the responsibility of the Supplier to seek any guidance from the Authority in respect of any issues on which it is unclear. The Supplier also agrees and acknowledges that, regardless of any approval by the Authority of any of the Design Readiness Review, Operational Readiness Review and Service Readiness Review, all design risk remains with the Supplier and all risk in the development and implementation of the Services shall remain with the Supplier.

5.2 The Authority's Commercial Manager and DDAT Representative will agree the completion of each Milestone based on the evidence submitted by the Supplier that it has successfully completed each Milestone. The Supplier shall ensure that it has

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completed all of the required tasks/requirements which are required to ensure that the relevant Milestones have been completed by the date set out in the Detailed Implementation Plan.

- 5.3 The Supplier shall co-operate with the Authority in connection with the transition and migration of any of the Authority Data to the Supplier, and in all other respects, such that there is a seamless transition of the responsibility of providing the Services with minimal disruption to the Authority's business and in compliance with the terms of the Agreement, in particular but not limited to Clause 28 (Protection of Personal Data).

6 CONSEQUENCES OF ANY FAILURE TO MEET SERVICE READINESS

- 6.1 If the Supplier Solution fails to meet the requirements of the Service Readiness Review by Milestone M3 for reasons which are attributable (in whole or part) to a Supplier's Default, the provisions of Clause 15 (Remedies for Inadequate Provision of the Services) shall apply. In such event, notwithstanding the fact that the Supplier may be able to remedy the underlying reason for which the Supplier's Solution failed to meet the Service Readiness Review, the Authority shall be entitled to issue a notice to terminate this agreement pursuant to Clause 38.1.1(c).
- 6.2 If the Supplier fails to implement or successfully complete a Rectification Plan pursuant to Clause 15, the Authority may, in addition to its other rights and remedies, choose to accept the proposed Services "as is", subject to a reduction in the applicable Contract Charges which reflect the reduced value of the Services to the Authority (such reduction to be agreed between the parties).
- 6.3 The Authority may claim Delay Payments if a Milestone Date is not successfully achieved to the extent that such Delay is attributable, in whole or in part, to the Supplier. Delay Payments shall accrue in accordance with Paragraph 4 of Part B to Schedule 7.1 (Contract Charges).
- 6.4 Whether the Delay is due to an Authority Cause or not, the Supplier shall deploy all additional resources and efforts, and take all reasonable steps, to eliminate or mitigate the potential consequences of the Delay.
- 6.5 Any disputes about or arising out of Delays shall be resolved through the Dispute Resolution Procedure. Pending the resolution of the dispute, both parties shall continue to work together to resolve the causes of, and mitigate the effects of, the Delay.
- 6.6 Where a Delay is attributable in part to the Supplier's Default and in part to an Authority Cause, the parties shall negotiate in good faith with a view to agreeing a fair and reasonable apportionment of responsibility for the Delay. The parties agree that Delay Payment shall only be recoverable subject to reductions to reflect the extent to which the Authority has contributed to the Delay.

7 GOVERNMENT REVIEWS

The Supplier acknowledges that any plans and 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.

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ANNEX 1: IMPLEMENTATION PLAN

Milestone	Milestone Description	Duration / Milestone Date	Criteria for Authority to Proceed (ATP)	Criteria for Contract Performance Point (CPP)
M0	Detailed Implementation Plan	Effective Date plus 60 Working Days	Detailed Implementation Plan is approved to proceed by the Authority to move to M1	N/A
M1	Design Readiness Review (DRR)	M4 minus 90 Working Days.	M1 is approved to proceed by the Authority to move to M2.	N/A
M2	Operational Readiness Review (ORR)	M4 minus 60 Working Days.	M2 is approved to proceed by the Authority to move to M3.	N/A
M3	Service Readiness Review (SRR)	M4 minus 20 Working Days.	M3 is approved to proceed by the Authority to move to M4.	N/A
M4	Transition Complete/Service Commencement	1 st April 2020	Transition is completed.	Handover to Supplier of operational Services. Start of Warranty Period.

ANNEX 2: DELIVERABLES

Milestone	Deliverable	Definition and Content	Completion Criteria
M0	0. Detailed Implementation Plan.	As specified in Paragraph 3 of this Schedule.	Detailed Implementation Plan produced for Authority to approve.
M1	1. High Level Service Design (HLSD).	a) Articulates how the Supplier will operate within the service integrator model. b) Summary of each process the supplier will work with. c) High level interactions with Service integration processes and procedures as referred to in the Schedule 2.1 (Services Description).	Authority to agree and approve Draft HLSD

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	2. Knowledge Articles.	The provision of all Knowledge Articles pertinent to the Service that the Supplier will Provide e.g. How to Articles, Workarounds, Known fixes.	List of Knowledge Articles and timeline for Knowledge Article completion for the Authority to approve.
	3. OCD Template / PCRA.	<p>a) The Onboarding Control Document (OCD) captures the data required to input a new service to the Authorities chosen ITSM toolset & associated toolsets. It is modelled on the data structures as they currently exist in the Authority's chosen ITSM toolset, and is not intended as a comprehensive record of service requirements.</p> <p>b) Service components & relationships to support Configuration Management including a Configuration Baseline and CMDB data.</p> <p>c) Configuration Items & attributes, covering software, hardware, asset, and documentation.</p> <p>d) assessment groups group members, manager of the group, contact details, company details (Supplier).</p> <p>e) Support groups, group members, manager of the group, contact details.</p> <p>f) Incident symptoms – per component of the Service.</p> <p>g) Incident templates (used to gather information from users of the service E.g. service desk scripts).</p> <p>h) Standard Change templates.</p> <p>i) Maintenance Schedules.</p> <p>j) Service Catalogue items.</p>	Draft OCD complete ready for Workshop with the Authority to finalise.
	4. SDP (draft) aligned with the Service integration model.	<p>Contribute to the Service Design Package (SDP), the SDP defines all aspects of the Service and its requirements through each stage of its lifecycle - to Include (headings of the SDP):</p> <ul style="list-style-type: none"> • Overview Of The Service. • Supplier Details. • Escalation. • Notification Distribution Lists. • Objectives Of The Service. • Service Model Assessment. • Technical Information. • Supporting Toolsets. 	Draft SDP complete for the Authority to approve with items for clarification.

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		<ul style="list-style-type: none"> • Service Component Support. • Capacity And Demand Information. • Back Up Procedures. • Patch Management. • Monitoring. • Assumptions And Dependencies. • Security. • IT Service Continuity. • Business Change. • Roles And Responsibilities. • Contractual Information. • 3rd Party Contracts. • Financial Information. • Service Credits. • Software Licences. • People – Employment Regulations Scope Summary. • Service Hierarchy. • Service Reporting And Service Reviews. • Risks & Issues. 	
	5. Suppliers internal readiness (maturity).	To show maturity against the Service integration model.	Provide evidence that: <ul style="list-style-type: none"> • Supplier’s teams setup. • Processes being used. • Escalation contacts in place. • Suppliers Teams trained on the ITSM toolset. • Triage scripts provided to Service Desk.
	6. Test Plans.	Contribute towards planning for end to end testing and operational acceptance, to prove that the Service is ready for Service Commencement.	Test Plans approved by the Authority.
	7. Risks & issues tracked and managed.	RAID Log issued and kept up to date.	RAID Log issued and kept up to date.

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	8. Detailed plan to address AiS Criteria.	AiS Criteria – the supplier must provide a plan on how and when each criterion is to be complete.	The Authority Acceptance of plan for AIS.
	9. Technical diagrams.	Design artifacts (high and low level) Where applicable to a solution or service being provided.	Authority approved design artifacts.
	10. Quality Plan	The Supplier must provide quality plans that ensure that all aspects of the Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it.	The Authority acceptance of Quality Plan
M2	1. Service process flow diagrams.	The Supplier must provide a set of process documentation to show how the Supplier’s processes will interact and conform with those of the Service Integrator.	Processes signed off as conforming to the Authority Service Integrator processes.
	2. Risks & Issues Summary.	A Summary of all risks and issues that the Supplier has recorded.	An Authority accepted risk and issues summary.
	3. Progress report on: security, testing, processes, overall AIS readiness.	Progress report on operational readiness for: <ul style="list-style-type: none"> • Processes. • Knowledge articles. • Security. • Connectivity. • Testing. • AiS Criteria completion. 	Report complete with plan on providing operational readiness.
	4. Premises inspections completed	The Supplier shall inspect all of the Sites and satisfy itself that it has conducted all necessary due diligence in order to comply with Clause 18.1.2.	Supplier Satisfied it has performed due diligence.
M3	1. AiS Criteria met and AIS completed.	AiS Criteria met review and approval by the Authority.	AiS Criteria met, including evidence and assurance and approved by the Authority.
	2. Supplier’s internal readiness completed.	Formal Supplier statement on their internal readiness, including risks and issues.	
	3. Draft Milestone Achievement Certificate with Risks.	Draft Milestone Achievement Certificate issued by the Authority with items marked as needing resolution or mitigation as risks.	
	4. Final Test Exit Reports.	Documented evidence of successful completion of Service readiness and operational readiness testing.	

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	5. Completed Service Design Package.	Suppliers contribution to complete Service Design Package and signed off by the Authority.	
	6. Confirmation of RMADS.	Confirmation with evidence that Security requirements (as set out in Schedule 2.4 (Security Management) have been addressed.	Evidence from Authority accreditor.
	7. Confirmation of ATO / Accreditation.	Authorisation to Operate given by the Authority and its accreditors.	Evidence that ATO has been received.
	8. Submission of ISMS	Authorisation to Operate given by the Authority and its accreditors.	As defined in Paragraph 2 of schedule 2.4
M4	1. Sign Off of ELS Acceptance Criteria.	ELS Exit Criteria.	ELS Exit Criteria met and Services accepted by the Authority into operations.

ANNEX 3: OUTLINE IMPLEMENTATION PLAN

[Redacted]