

Schedule 6 – Project Plan and Testing

Schedule 6 (Project Plan and Testing)

Part 1 – Project Plan and Milestones

1 Project Plan

- 1.1 As at the Effective Date, the first (1st) version of the Project Plan is set out in Schedule 5 (Tender).
- 1.2 Subject to Paragraph 1.3 of Part 1 of this Schedule, the Supplier shall update the Project Plan on a regular basis and ensure that it always:
 - (a) includes the level of detail provided in its initial version to manage the carrying out of the Works and the provision of the Outputs effectively;
 - (b) incorporates all the Milestones and associated Milestone Dates as set out in the initial version and complies with the Milestone Template set out in Annex 1 (Milestone Template);
 - (c) continues to comprise Gantt charts and planning data as is reasonably necessary to provide identification and notice of the individual Works and Output activities in order to support the practical operation of this Contract and tracking of the progress of the Works and Outputs;
 - (d) is maintained using a planning software tool that is capable of generating output that is machine readable and compatible with the Authority's software, including PDF format; and
 - (e) includes planning levels 1, 2 and 3.
- 1.3 For Authorised Drawdowns, the Supplier shall not be entitled to postpone, alter or request an alteration to any Milestone or its associated Milestone Date set out in the Project Plan (except in accordance with Clauses 40 (Relief Events), 41 (Exceptional Engineering Difficulties) and 9 (Completion of Stage One (Network Detailed Design and Due Diligence) for an Authorised Drawdown)).
- 1.4 For Subsequent Drawdowns which are not yet deemed Authorised Drawdowns, the Supplier shall not be entitled to postpone, alter or request an alteration to any Milestone or its associated Milestone Date set out in the Project Plan (except in accordance with the drawdown process).
- 1.5 The Supplier shall:
 - (a) establish an appropriate version control procedure so as to ensure that the agreed version of the Project Plan is made available to the Authority at all times; and
 - (b) ensure the latest version of the Project Plan is included in each Status Report provided to the Authority in accordance with Clause 15.1 (Reports).

- 1.6 The Supplier's performance against the Project Plan shall be reviewed at each Progress Meeting and when updating the Project Plan, the Supplier shall take reasonable account of any comments that the Authority has provided during the Progress Meeting. The Parties shall ensure that any amendments to the Project Plan in accordance with this Paragraph is evidenced in a Change Authorisation Note.

2 Milestone Achievement procedure

- 2.1 The Milestone Criteria for each Milestone for each Drawdown are set out in Annex 2 (Milestone Criteria).
- 2.2 The Supplier shall on or before the Milestone Date for each Milestone provide the Authority with the relevant items associated with that Milestone listed in the Milestone Criteria and shall ensure they are sufficiently detailed to enable the Authority to determine whether each Milestone has been Achieved.
- 2.3 Within ten (10) Working Days following receipt, the Authority shall review the items and in respect of each Milestone confirm in writing that either:
- (a) the Milestone Criteria have been met and that accordingly the Milestone has been Achieved; or
 - (b) the Milestone Criteria have not been met (giving reasons) and that accordingly the Milestone has not been Achieved.
- 2.4 If the Supplier does not Achieve a Milestone on or before the associated Milestone Date, the Supplier shall issue a report to the Authority setting out the reasons why within two (2) Working Days of the Milestone Date.
- 2.5 If the Parties fail to agree whether or not the relevant Milestone has been Achieved then the matter shall be resolved using the Dispute Resolution Procedure.

Part 2 – Testing

3 Testing

- 3.1 The Supplier shall carry out Testing in accordance with this Schedule, the Test Strategy and the Test Plan.
- 3.2 Any Testing shall not affect the Authority's rights and remedies set out elsewhere in this Contract and the passing of any Test shall not relieve the Supplier from complying with its other obligations in this Contract.

4 Test Strategy

- 4.1 The Test Strategy is set out in Schedule 5 (Tender).
- 4.2 The Supplier shall only be entitled to amend the Test Strategy if agreed between the Parties in accordance with the Changing the Contract Procedure and where the amendment relates to or arises from a change to the Supplier Technical Solution as agreed between the Parties in accordance with the Changing the Contract Procedure.

5 Test Plans

- 5.1 The Test Plans are set out in Schedule 5 (Tender).
- 5.2 The Supplier shall only be entitled to amend a Test Plan if agreed between the Parties in accordance with the Changing the Contract Procedure and where the amendment relates to or arises from a change to the Supplier Technical Solution as agreed between the Parties in accordance with the Changing the Contract Procedure.

6 Test Success Criteria

- 6.1 The Test Success Criteria for all Tests shall be set out in the Test Strategy.

7 Test attendance

- 7.1 The Supplier shall notify the Authority at least five (5) Working Days prior to the date for commencing Testing of any Test Item.
- 7.2 The Authority may attend any Test (in its sole discretion) and the Supplier must facilitate such attendance.
- 7.3 Subject to the Supplier's compliance with this Paragraph 7, the Authority's non-attendance at a Test shall not prevent completion of the Test by the Supplier.

8 Auditing the quality of the Test

- 8.1 Without affecting the Authority's rights set out in Clauses 17.2 to 17.15 (Audit rights), the Authority or an agent or contractor appointed by the Authority may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**").

- 8.2 The focus of the Testing Quality Audit shall be on:
- (a) adherence to an agreed methodology;
 - (b) adherence to an agreed Testing process;
 - (c) review of status and key development issues; and
 - (d) identification of key risk areas.
- 8.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 8.4 The Authority will give the Supplier at least five (5) Working Days written notice of the Authority's intention to undertake a Testing Quality Audit.
- 8.5 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.
- 8.6 If the Testing Quality Audit gives the Authority concern in respect of any Test, the Authority shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Authority's report.
- 8.7 In the event of an inadequate response to the written report from the Supplier, the Authority may require further iterations of the Supplier's response until the issues in the report have been addressed to the satisfaction of the Authority.

9 Test Reports

- 9.1 The Supplier shall provide to the Authority in relation to each Test:
- (a) a draft Test Report not less than two (2) Working Days prior to the date on which the Test is planned to end; and
 - (b) the final Test Report within five (5) Working Days of completion of Testing.
- 9.2 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Test Items, including:
- (a) an overview of the Testing conducted;
 - (b) identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - (c) the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - (d) the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by severity level; and

- (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.

10 Test Issue Management Log

- 10.1 Where a Test Report identifies a Test issue, the Supplier shall log the Test issue in the Test Issue Management Log.
- 10.2 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 Authority on request.

11 Outcome of the Testing

- 11.1 The Supplier shall confirm and evidence to the Authority's satisfaction that in respect of each Milestone (where applicable) the Test Item associated with the Milestone satisfies the Test Success Criteria in respect of that Test without any Test issues.
- 11.2 The Supplier shall self-certify in each Stage Two Progress Report that:
 - (a) Testing has been carried out in accordance with the provisions of this Schedule on all Test Items by an appropriately qualified engineer of the Supplier; and
 - (b) evidence of Testing in the form of a certification by the engineer who carried out the Testing has been retained.
- 11.3 The Authority may, without affecting any other rights and remedies that it has under this Contract, 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 Test Item to be satisfied.

Annex 1 – Milestone Template

REDACTED UNDER FOIA SECTION 43: COMMERCIALY SENSITIVE

Annex 2 – Milestone Criteria

REDACTED UNDER FOIA SECTION 43: COMMERCIALLY SENSITIVE