

CONTRACT FOR THE PROVISION OF PRINT SERVICES

OFFICIAL

CPS PRINT SERVICES

CALL OFF SCHEDULE 5: TESTING

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1. DEFINITIONS

1.1 In this Call Off Schedule 5, the following definitions shall apply:

"Component"	means any constituent parts of the Goods and/or Services, bespoke or COTS, hardware or software;
"COTS"	means commercially available off the shelf software, being software that is commonly used and is provided in a standard form and on standard licence terms which are not typically negotiated by the licensor;
"Material Test Issue"	means a Test Issue of Severity Level 1 or Severity Level 2;
"Severity Level"	means the level of severity of a Test Issue, the criteria for which are described in Annex 1 to this Call Off Schedule 5;
"Test Certificate"	means a certificate materially in the form of the document contained in Annex 2 to this Call Off Schedule 5 issued by the Customer when a Deliverable has satisfied its relevant Test Success Criteria;
"Test Issue Management Log"	means a log for the recording of Test Issues as described further in paragraph 10.1 of this Call Off Schedule 5;
"Test Issue Threshold"	means, in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Plan"	as defined in paragraph 5 of this Call Off Schedule 5, in line with Test Strategy and Implementation Plan;
"Test Reports"	means the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in paragraph 7 of this Call Off Schedule 5;
"Test Strategy"	means a strategy for the conduct of Testing as described further in paragraph 5 of this Call Off Schedule 5;

"Test Success Criteria"	OFFICIAL means, in relation to a Test, the test success criteria for that Test as referred to in paragraph 7 of this Call Off Schedule 5;
"Test Witness"	means any person appointed by the Customer pursuant to paragraph 11 of this Call Off Schedule 5; and
"Testing Procedures"	means the applicable testing procedures and Test Success Criteria set out in this Call Off Schedule 5.

2. INTRODUCTION

- 2.1 This Call Off Schedule 5 sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Strategy and Test Plan.

3. RISK

- 3.1 The issue of a Test Certificate, a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

3.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Customer's requirements for that Deliverable or Milestone; or

3.1.2 affect the Customer's right subsequently to reject:

(a) all or any element of the Deliverables to which a Test Certificate relates; or

(b) any Milestone to which the Satisfaction Certificate relates.

- 3.2 Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that:

3.2.1 the Goods and/or Services and/or Deliverables are implemented in accordance with this Call Off Contract; and

3.2.2 each Service Level is met.

4. TESTING OVERVIEW

- 4.1 Save as otherwise agreed by the Parties the Goods and/or Services (and any modifications and fault corrections throughout their lifecycle) shall be subject to Testing in accordance with this Call Off Schedule 5, the Test Strategy and Test Plans. The Test Strategy shall indicate which Goods and/or Services require submission for testing and it may not be a requirement for certain Goods and/or Services to be submitted for Testing (as deemed appropriate by the Customer and indicated in the Test Strategy).

- 4.2 This Call Off Schedule 5 relates to Testing for the purposes of Implementation and for the Call Off Contract Period after completion of Implementation.

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- 4.3 All the Supplier's Costs for (i) Testing relating to Implementation; or (ii) any Testing otherwise within the scope of the Services (whether or not specified on any Test Plan or Test Strategy) are included within the Charges and the Supplier shall not be entitled to impose and additional Charges in relation to such Testing. The costs of any Testing in relation to Change shall be allocated in accordance with Call Off Schedule 12 (Change Control Procedure).
- 4.4 Any disputes between the Parties regarding Testing shall be managed in accordance with Call Off Schedule 11 (Dispute Resolution Procedure).
- 4.5 The Supplier shall not submit any Deliverable for Testing:
- 4.5.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria at the date of submission;
 - 4.5.2 until the Customer has issued a Test Certificate in respect of any prior, dependant Deliverable(s); and
 - 4.5.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 4.6 The Supplier shall submit each Deliverable for Testing (or re-Testing as applicable) before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable to ensure that the Customer can issue a Test Certificate by or before the date set out in the Implementation Plan
- 4.7 Prior to the issue of a Test Certificate, the Customer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

5. TEST STRATEGY

- 5.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Call Off Commencement Date but in any case no later than twenty (20) Working Days from the Call Off Commencement Date (or such other period as the Parties may agree).
- 5.2 The final Test Strategy shall include:
- 5.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 5.2.2 the complete list of Tests, including Interface tests to be conducted during the Implementation Period, including:

Connectivity Tests:
 - a) Tests of accurate configuration;
 - b) User acceptance testing;
 - c) Performance and soak tests;
 - d) Regression tests; and
 - e) Any other necessary or incidental forms of testing required by the Customer;

- 5.2.3 Test results and the categorisation of Test Issues should be documented in electronic form and in a format either specified by the Customer or that can be easily shared with and transferred to the Customer (where required);
- 5.2.4 the procedure to be followed should a Deliverable fail any Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
- 5.2.5 the procedure to be followed to sign off each Test;
- 5.2.6 the applicable Test Success Criteria (where the Customer will not accept any Material Test Issues, but may accept a capped limit of lower priority Test Issues);
- 5.2.7 the process for the production and maintenance of Test Reports, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues;
- 5.2.8 the names and contact details of the Customer's and the Supplier's respective Test representatives;
- 5.2.9 a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and reports relating to such personnel, and Customer and/or third party involvement in the conduct of the Tests;
- 5.2.10 the technical environments required to support the Tests; and
- 5.2.11 the procedure for managing the configuration of the Test environments.

6. TEST PLANS

- 6.1 The Supplier shall develop Test Plans and submit these for Approval 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 as specified in the Implementation Plan.
- 6.2 Each Test Plan shall include as a minimum:
 - 6.2.1 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;
 - 6.2.2 a detailed procedure for the Tests to be carried out, including:
 - (a) the relevant Test Issue Thresholds;
 - (b) the timetable for the Tests including start and end dates;
 - (c) the Testing mechanism;
 - (d) 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;

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- (e) the mechanism for ensuring the quality, completeness and relevance of the Tests;
- (f) the format and an example of Test progress reports and the process with which the Customer accesses daily Test schedules;
- (g) the process which the Customer will use to review Test Issues and the Supplier's progress in resolving these on a timely basis;
- (h) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
- (i) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.

6.3 Where relevant the Supplier shall ensure all Tests follow the progression path of testing within the development environment, Live Test Environment, and (where agreed with the Customer in advance), the Production Environment.

6.4 Subject to the implementation of the Customer's reasonable requirements the Customer shall not unreasonably withhold or delay its Approval of the Test Plan.

7. TEST SUCCESS CRITERIA

7.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to paragraph 6 of this Call Off Schedule 5.

8. TEST SPECIFICATION

8.1 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).

8.2 Each Test Specification shall include as a minimum:

8.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Customer and the extent to which it is equivalent to live operational data;

8.2.2 a plan to make the resources available for Testing;

8.2.3 Test scripts;

8.2.4 Test pre-requisites and the mechanism for measuring them; and

8.2.5 expected Test results, including:

- (a) a mechanism to be used to capture and record Test results; and
- (b) a method to process the Test results to establish their content.

9. TESTING

- 9.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 9.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with paragraph 11 of this Call Off Schedule 5.
- 9.3 The Supplier shall notify the Customer at least ten (10) 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 Customer shall use reasonable endeavours to ensure that the Test Witnesses attend the Tests, except where the Customer has specified in writing that such attendance is not necessary.
- 9.4 The Customer may raise and close Test Issues during the Test witnessing process.
- 9.5 The Supplier shall provide to the Customer in relation to each Test:
 - 9.5.1 a draft Test Report not less than two (2) 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
 - 9.5.2 the final Test Report within five (5) Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 9.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 9.6.1 an overview of the Testing conducted;
 - 9.6.2 identification of the relevant Test Success Criteria that have been satisfied;
 - 9.6.3 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;
 - 9.6.4 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 9.6.5 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 in accordance with paragraph 10.1 of this Call Off Schedule 5; and
 - 9.6.6 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 9.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

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- 9.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved other than as a direct result of Customer Cause 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 of a Milestone.
- 9.9 If the Supplier successfully completes the requisite Tests in accordance with the Test Success Criteria, the Customer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Goods and/or Services are implemented in accordance with this Call Off Contract.

10. TEST ISSUES

- 10.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 to this Call Off Schedule 5 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 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 Customer upon request.
- 10.3 The Customer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with Call Off Schedule 11 (Dispute Resolution Procedure) using the Expedited Dispute Timetable.

11. TEST WITNESSING

- 11.1 The Customer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Customer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 11.2 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.
- 11.3 The Test Witnesses:
- 11.3.1 shall actively review the Test documentation;
 - 11.3.2 shall 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;
 - 11.3.3 shall not be involved in the execution of any Test;

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- 11.3.4 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;
- 11.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Customer to assess whether the Tests have been Achieved;
- 11.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 11.3.7 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

12. TEST QUALITY AUDIT

- 12.1 Without prejudice to its rights pursuant to Clause 21 of the Call Off Terms, 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 Quality Plans.
- 12.2 The focus of the Testing Quality Audits shall be on:
 - 12.2.1 adherence to an agreed methodology;
 - 12.2.2 adherence to the agreed Testing process;
 - 12.2.3 adherence to the Quality Plans;
 - 12.2.4 review of status and key development issues; and
 - 12.2.5 identification of key risk areas.
- 12.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 12.4 The Customer will give the Supplier at least five (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 Implementation Plan.
- 12.5 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 5, the Customer witnessing Tests and demonstrations of the Deliverables to the Customer. 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.

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- 12.6 If the Testing Quality Audit gives the Customer concern in respect of the Testing Procedures or any Test, the Customer shall:
- 12.6.1 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
 - 12.6.2 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.
- 12.7 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.

13. OUTCOME OF TESTING

- 13.1 The Customer will issue a Test Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 13.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Customer shall notify the Supplier and:
- 13.2.1 the Customer may issue a Test Certificate conditional upon the remediation of the Test Issues;
 - 13.2.2 where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Customer 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
 - 13.2.3 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 Customer's other rights and remedies, such failure shall constitute a material Default.
- 13.3 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.
- 13.4 The Customer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 13.4.1 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
 - 13.4.2 performance by the Supplier to the reasonable satisfaction of the Customer of any other tasks identified in the Implementation Plan as associated with

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that Milestone (which may include the submission of a Deliverable that is not due to be Tested, such as the production of Documentation).

- 13.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
- 13.6 If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out:
- 13.6.1 the applicable Test Issues; and
 - 13.6.2 any other reasons for the relevant Milestone not being Achieved.
- 13.7 If there are Test Issues but these do not exceed the Test Issues Threshold, and there are no Material Test Issues, the Customer shall issue a Satisfaction Certificate.
- 13.8 If there is one or more Material Test Issue(s), the Customer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Customer's other rights and remedies, such failure shall constitute a material Default.
- 13.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Customer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 13.9.1 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 within ten (10) Working Days of receipt of the Customer's report pursuant to paragraph 12.6 of this Call Off Schedule 5); and
 - 13.9.2 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.

ANNEX 1: TEST ISSUES – SEVERITY LEVELS

1. SEVERITY 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 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 Goods and/or Services;

3. SEVERITY 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 Goods and/or Services;

but for which, as reasonably determined by the Customer, there is a practicable workaround available;

4. SEVERITY 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 Goods and/or Services; and

5. SEVERITY 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 Goods and/or Services.

ANNEX 2: TEST CERTIFICATE

To: [insert name of Supplier]

FROM:[insert name of Customer]

[insert Date: dd/mm/yyyy]

Dear Sirs,

TEST CERTIFICATE

Deliverable(s): [Insert relevant description of the agreed Deliverables/Milestones]

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

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

[We confirm that all of the 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 13.1 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.]

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(s): [Insert relevant description of the agreed Milestones].

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

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

[We confirm that all the Deliverables relating to [insert relevant description of agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [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 13.1 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)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]