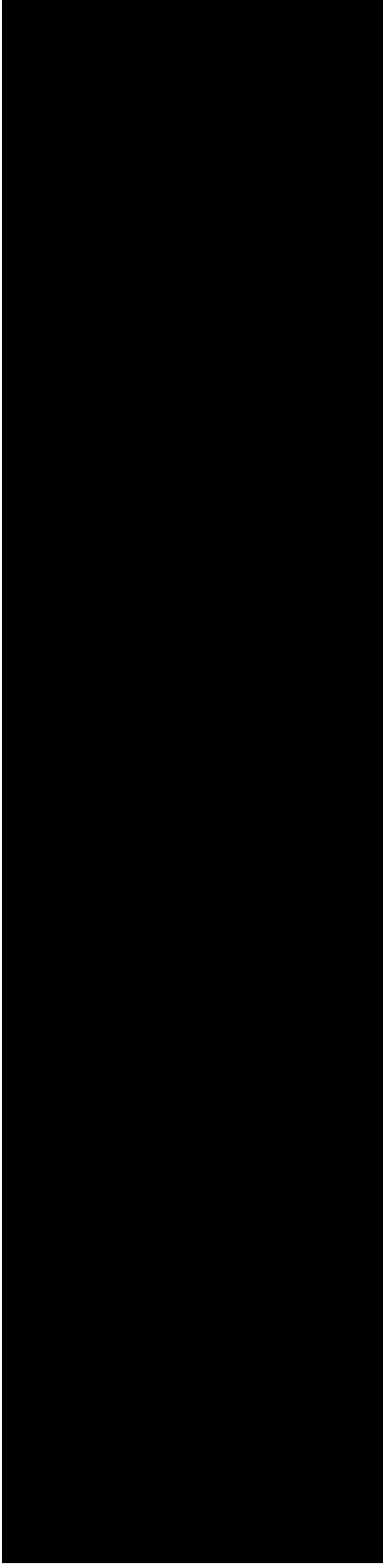


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**ANNEX 2 – OUTLINE IMPLEMENTATION PLAN**



**ANNEX 3: PRODUCT DESCRIPTIONS**

<b>Project Initiation Document</b>	
<b>Purpose of Deliverable</b>	<p>The Project Initiation Document (PID) defines all major aspects of the Project and forms the basis for its management and the assessment of overall success. It forms the 'contract' between the Project team and corporate or programme management.</p> <p>The PID is produced during the initiation stage of a Project and should be read in conjunction with the Solution Overview, produced at the same time, which describes the overall solution to be delivered.</p> <p>There are three primary uses of the document:</p> <ul style="list-style-type: none"> <li>• To ensure that the Project has a complete and sound basis for proceeding before there is any major resource commitment to the Project</li> <li>• To act as a base document against which the Project can assess progress, change management issues, and ongoing viability questions</li> <li>• Provide a single source of reference about the Project so that people joining the 'temporary organisation' can quickly and easily find out what the Project is about, and how it is being managed</li> </ul>
<b>Scope of Deliverable</b>	The identified delivery Project
<b>Format &amp; Presentation of Deliverable</b>	It is expected that all PIDs will be produced in OpenDocument format, PDF, or, as an exception, DOCX where particular features are unsupported
<b>Composition of Deliverable</b>	<p>The Supplier shall provide a PID that defines a specific Project.</p> <p>The PID includes all of the planning components that address scope, budget, schedule, quality, configuration management, risks, issues and performance monitoring.</p> <p>The PID shall include the following sections</p> <ul style="list-style-type: none"> <li>• Documentation control <ul style="list-style-type: none"> <li>○ Version control</li> <li>○ Reviewers</li> <li>○ Approvals</li> <li>○ Referenced documents</li> </ul> </li> <li>• Introduction <ul style="list-style-type: none"> <li>○ Purpose of this document</li> <li>○ Background</li> </ul> </li> <li>• Project definition <ul style="list-style-type: none"> <li>○ Project overview</li> <li>○ Project objectives</li> <li>○ Project scope</li> <li>○ Project Deliverables / outcomes</li> <li>○ Project exclusions/constraints/interfaces</li> </ul> </li> <li>• Project approach <ul style="list-style-type: none"> <li>○ Delivery overview</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>○ Solution overview</li> <li>○ Critical success factors</li> <li>• Project risks</li> <li>• Project timeframes</li> <li>• Project organisation <ul style="list-style-type: none"> <li>○ Overview</li> <li>○ Project organisation structure</li> <li>○ Project roles and responsibilities</li> </ul> </li> <li>• Project communications plan <ul style="list-style-type: none"> <li>○ Overview</li> <li>○ Project stakeholder contact list</li> <li>○ Project communication matrix</li> </ul> </li> <li>• Project quality plan <ul style="list-style-type: none"> <li>○ Overview</li> <li>○ Purpose</li> <li>○ Acceptance Criteria</li> </ul> </li> <li>• Project plan <ul style="list-style-type: none"> <li>○ Overview</li> <li>○ Plan prerequisites</li> <li>○ Project Dependencies</li> </ul> </li> <li>• Planning Assumptions</li> <li>• Project management Procedures <ul style="list-style-type: none"> <li>○ Governance</li> <li>○ Project controls</li> <li>○ Project reporting</li> <li>○ Project assurance</li> <li>○ Project tolerances</li> </ul> </li> <li>• Annexes <ul style="list-style-type: none"> <li>○ Glossary</li> </ul> </li> </ul>
<b>Derivation of Deliverable</b>	<p>The PID will be derived from:</p> <ul style="list-style-type: none"> <li>• Project requirements</li> <li>• Bidder's ITT response</li> <li>• Additional information gathered during Project initiation stage</li> <li>• Project management standards</li> <li>• Authority's specified control requirements</li> <li>• Solution overview</li> </ul>
<b>Allocated to</b>	<p>Owned by the Supplier and Authority Project Manager</p> <p>Created by the Supplier</p>
<b>Quality Criteria for Deliverable</b>	<p>The PID must ensure that it:</p> <ul style="list-style-type: none"> <li>• Supports (as a minimum) industry standard methodology; i.e., Prince 2, MSP</li> <li>• Reflects the proposed approach described in the Solution Overview and is in accordance with the Authority's requirements for the Project</li> <li>• Complies with the Product description</li> <li>• Represents an accurate and complete record of the Project baseline</li> </ul>

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<b>Quality Method</b>	<ul style="list-style-type: none"> <li>• Quality checked by the Authority's Project Manager</li> <li>• Approved by the Authority</li> </ul>
<b>People or skills required</b>	<p>Reviewers</p> <ul style="list-style-type: none"> <li>• Authority representatives to be agreed</li> </ul> <p>Approval</p> <ul style="list-style-type: none"> <li>• Authority representatives to be agreed</li> </ul> <p>For info to:</p> <ul style="list-style-type: none"> <li>• Stakeholders</li> <li>• Team members</li> <li>• Other Suppliers</li> </ul>
<b>First Draft Delivery Date for Deliverable</b>	As per Implementation Plan
<b>Planned Successful Approval Date for Deliverable</b>	Per Project

Documentary Deliverable Matrix (DDM)	
<b>Purpose of Deliverable</b>	<p>The Supplier shall develop a complete list of Documentary Deliverables for a specific Project mapped onto the project lifecycle and as required to support project delivery. There are four primary uses of the document:</p> <ul style="list-style-type: none"> <li>• To ensure that all Deliverables required to support the delivery of the Project, as defined in the PID, are identified and agreed with all stakeholders</li> <li>• To act as a base document against which the Project can assess progress of agreed Deliverables as they are mapped to the delivery lifecycle</li> <li>• To determine the ownership of and level of assurance required to each product identified in the DDM</li> <li>• To validate at Project closure that Deliverables have been delivered</li> </ul>
<b>Scope of Deliverable</b>	The identified delivery Project
<b>Format &amp; Presentation of Deliverable</b>	MS Excel

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<b>Composition of Deliverable</b>	<p>The Supplier shall provide a DDM that identifies all Deliverables required to support the delivery of the Project. This will be produced in the same format as the master DDM template retained by the Authority.</p> <p>The master DDM lists all products that <i>could</i> be required at each stage of the delivery lifecycle. The Supplier shall work with the Authority to determine which of the products listed are required for the Project, who will produce them and agree with the Authority the points at which documentation will be required and assurance levels i.e. is the document approved by the Authority.</p> <p>The DDM shall include the following information:</p> <ul style="list-style-type: none"> <li>• Owner</li> <li>• Document category</li> <li>• Document name</li> <li>• Delivery status (RAG)</li> <li>• Document treatment and lifecycle status</li> </ul>
<b>Derivation of Deliverable</b>	<p>The project specific DDM will be derived from:</p> <ul style="list-style-type: none"> <li>• Authority – Master DDM</li> <li>• Authority requirements</li> <li>• Additional information gathered during Project initiation stage</li> <li>• Project management standards</li> <li>• Authority's specified control requirements</li> </ul>
<b>Allocated to</b>	Owned and created by the Supplier
<b>Quality Criteria for Deliverable</b>	<p>The DDM shall:</p> <ul style="list-style-type: none"> <li>• Identify all Documentary Deliverables required throughout the Lifecycle of the Project</li> <li>• Capture all products identified to complete the Project</li> <li>• Include management products</li> <li>• Reflect the Deliverables identified in the schedules</li> <li>• Comply with the product description</li> <li>• Represent an accurate and complete record of the Project baseline</li> </ul>
<b>Quality Method</b>	<ul style="list-style-type: none"> <li>• Quality checked by Authority Project team as appropriate</li> <li>• For Approval by the relevant Project</li> </ul>
<b>People or skills required</b>	<p>Reviewers</p> <ul style="list-style-type: none"> <li>• Authority representatives to be agreed</li> </ul> <p>Approval</p> <ul style="list-style-type: none"> <li>• Authority representatives to be agreed</li> </ul>
<b>First Draft Delivery Date for Deliverable</b>	As per Implementation Plan

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<b>Planned Successful Approval Date for Deliverable</b>	Per Project
---------------------------------------------------------	-------------

Solution Overview	
<b>Purpose of Deliverable</b>	The Solution Overview is produced during feasibility or initiation stages and is baselined within the initiation stage. Its purpose is to present a common understanding of the solution to be delivered prior to entering the design phase of the Project. It should be read in conjunction with the PID, produced at the same time, which describes the approach that will be taken to deliver the solution.
<b>Scope of Deliverable</b>	<p>The Solution Overview will describe the solution at a conceptual and logical level, addressing Service design, architecture and information assurance dimensions.</p> <p>The scope will be constrained to provide an overview of the Services explicitly delivered by the delivery Project.</p> <p><b>NOTE:</b> The information security features of the solution may be recorded within this document or captured separately.</p>
<b>Format &amp; Presentation of Deliverable</b>	<p>It is expected that all Solution Overviews will be produced in OpenDocument format, PDF, or, as an exception, DOCX where particular features are unsupported.</p> <p>All solution Documentation should be properly titled, and version controlled.</p>
<b>Composition of Deliverable</b>	<p>The Solution Overview shall include the following Sections:</p> <ul style="list-style-type: none"> <li>• Introduction <ul style="list-style-type: none"> <li>○ Purpose</li> <li>○ Scope <ul style="list-style-type: none"> <li>▪ Specific inclusions</li> <li>▪ Specific exclusions</li> </ul> </li> <li>○ Background</li> <li>○ Summary</li> </ul> </li> <li>• Requirements <ul style="list-style-type: none"> <li>○ Business requirements</li> <li>○ Service functional requirements</li> <li>○ Service Level requirements for Performance Indicators</li> <li>○ Service operational and management requirements</li> <li>○ Service applicability</li> <li>○ Service contacts</li> </ul> </li> <li>• Assumptions, Risks, Dependencies and constraints <ul style="list-style-type: none"> <li>○ Assumptions</li> <li>○ Risks</li> <li>○ Dependencies</li> <li>○ Constraints</li> </ul> </li> <li>• Service Design and Topology <ul style="list-style-type: none"> <li>○ Service architecture</li> <li>○ Technology architecture</li> <li>○ Security architecture</li> </ul> </li> <li>• Organisational readiness</li> <li>• Service lifecycle plan <ul style="list-style-type: none"> <li>○ Planning Requirements</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>○ Transitional considerations</li> <li>○ Refresh requirements</li> <li>○ Service decommissioning Requirements</li> <li>• Summary of impact</li> </ul>
<b>Derivation of Deliverable</b>	<p>The Solution Overview is derived from the following:</p> <ul style="list-style-type: none"> <li>• Supplier's ITT response</li> <li>• The Authority Requirements</li> <li>• The Authority Technical Reference Documentation</li> </ul>
<b>Allocated to</b>	Supplier
<b>Quality Criteria for Deliverable</b>	<ul style="list-style-type: none"> <li>• Delivered to the format specified</li> <li>• Alignment to the PID</li> <li>• Traceability to high level solution requirements</li> </ul>
<b>First Draft Delivery Date for Deliverable</b>	<<The date when 1st draft of the Deliverable will be ready.>>
<b>Approval &amp; Sign-off</b>	<p>Reviewers</p> <ul style="list-style-type: none"> <li>• Authority representatives to be agreed</li> </ul> <p>Approval</p> <ul style="list-style-type: none"> <li>• Authority representatives to be agreed</li> </ul>
<b>Planned Successful Approval Date for Deliverable</b>	

Detailed Implementation Plan	
<b>Purpose of Deliverable</b>	<p>The Supplier shall develop a complete set of Detailed Implementation Plans for a specific Project. Each Detailed Implementation Plan will contain the full set of activities required by a function within the Project team structure i.e. architecture.</p> <p>Detailed Implementation Plans are produced during the initiation phase of the Project and should, collectively, form the end to end timeframe and activities required to deliver the Project as defined in the PID.</p> <p>There are three main objectives of the Detailed Implementation Plans:</p> <ul style="list-style-type: none"> <li>• To ensure that all elements of the Project as defined in the PID and associated Deliverables as agreed in the DDM have been planned, resourced and can be delivered within the agreed Project timeframes</li> <li>• To act as a baseline document against which the Project team can assess progress of the Project</li> <li>• To ensure that any dependencies, whether they are external to the Project or internal between function groups, have been captured in the baseline plans agreed at project Gate 3</li> </ul>

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<b>Scope of Deliverable</b>	The identified delivery Project
<b>Format &amp; Presentation of Deliverable</b>	MS Project
<b>Composition of Deliverable</b>	<p>The Supplier shall provide a set of Detailed Implementation Plans that specify all activities, dependencies, resource, effort and outputs required from the Supplier, Exiting Suppliers and the Authority in order to Achieve Milestone for a project.</p> <p>Timeframes, activities, resource, effort and dependencies identified in the Detailed Implementation Plans shall be baselined. Once the Project is in the execution phase, the baseline will be retained and Detailed Implementation Plans should show the forecast dates at all times.</p> <p>Changes required to the Detailed Implementation Plans following an agreed baseline shall be handled by the relevant governance process.</p>
<b>Derivation of Deliverable</b>	<p>The Project specific Detailed Implementation Plans will be derived from:</p> <ul style="list-style-type: none"> <li>• Authority ITT Requirements</li> <li>• Supplier responses</li> <li>• Exiting Suppliers</li> <li>• The Authority's specified control requirements</li> <li>• Additional information gathered during Project Initiation Stage</li> <li>• Project management standards</li> <li>• Authority's specified control requirements</li> </ul>
<b>Allocated to</b>	<p>Owned by the Supplier and the Authority's Project Managers</p> <p>Created by the Supplier.</p>
<b>Quality Criteria for Deliverable</b>	<p>The Detailed Implementation Plans must ensure that they:</p> <ul style="list-style-type: none"> <li>• Identify all Documentary Deliverables required throughout the Lifecycle of the Project</li> <li>• Identify all resource, effort, duration required throughout the lifecycle of the Project</li> <li>• Capture all Project specific products</li> <li>• Include all delivery dependencies</li> <li>• Reflects the Deliverables identified in the schedules</li> <li>• Complies with the Product Description</li> <li>• Represents an accurate and complete record of the Project baseline</li> </ul>
<b>Quality Method</b>	<ul style="list-style-type: none"> <li>• Quality checked by the Authority as appropriate</li> <li>• Approved by the relevant Project Board</li> </ul>

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<b>People or skills required</b>	<p>Reviewers</p> <ul style="list-style-type: none"> <li>Authority representatives to be agreed</li> </ul> <p>Approval</p> <ul style="list-style-type: none"> <li>Authority representatives to be agreed</li> </ul>
<b>First Draft Delivery Date for Deliverable</b>	This product must be available within the Project Initiation stage
<b>Planned Successful Approval Date for Deliverable</b>	Per Project

<b>Project Requirements Specification (PRS)</b>	
<b>Purpose of Deliverable</b>	<p>The Project Requirements Specification is produced during feasibility or initiation stages of the delivery lifecycle and is baselined within the Initiation stage. Its purpose is to ensure that the requirements specific to a Project are formally captured; and are in a fit state to take forward a business change initiative, a process re-engineering activity or develop the technical design specification for an IT solution. The Project Requirements Specification should be read in conjunction with the Solution Overview.</p>
<b>Scope of Deliverable</b>	<p>This document should:</p> <ul style="list-style-type: none"> <li>State (via reference not repetition) the Schedule 2.2 (<i>Performance Levels</i>) that will be met by the Project</li> <li>Reference any Policies, Processes, Procedures; architecture principles and known issues that the Project is intended to satisfy / remediate.</li> <li>Capture any detailed business and service requirements that are needed to supplement the requirements contained in Part A of Schedule 2.1 (<i>Service Descriptions</i>) and Schedule 2.2 (<i>Performance Levels</i>).</li> <li>Capture any derived service requirements (e.g. non functional requirements, security requirements).</li> </ul> <p>The Project Requirements Specification will be a key artefact in evidencing acceptance into service.</p>
<b>Format &amp; Presentation of Deliverable</b>	<p>It is expected that all Project Requirements Specifications will be produced in OpenDocument format, PDF, or, as an exception, DOCX where particular features are unsupported.</p> <p>All solution Documentation should be properly titled, and version controlled.</p>
<b>Composition of Deliverable</b>	<ul style="list-style-type: none"> <li>Introduction</li> <li>Background</li> <li>Objective</li> </ul>

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	<ul style="list-style-type: none"> <li>• Scope</li> <li>• Approach</li> <li>• Constraints</li> <li>• Business process</li> <li>• Functional requirements – grouped by type/category as appropriate</li> <li>• Non-functional requirements – containing, as a minimum, the following categories. Further categories will be dependent on the type of solution being designed: <ul style="list-style-type: none"> <li>○ Performance</li> <li>○ Accessibility</li> <li>○ Availability</li> <li>○ Back up</li> <li>○ Interoperability</li> <li>○ Scalability</li> <li>○ Capacity</li> <li>○ Security</li> </ul> </li> <li>• Appendices (if applicable) <ul style="list-style-type: none"> <li>○ Requirements traceability matrix</li> </ul> </li> </ul>
<b>Derivation of Deliverable</b>	<ul style="list-style-type: none"> <li>• Supplier Solution</li> <li>• Part A of Schedule 2.1 (<i>Service Descriptions</i>)</li> <li>• Schedule 2.2 (<i>Performance Levels</i>)</li> </ul>
<b>Allocated to</b>	The Authority's Programme Manager
<b>Quality Criteria for Deliverable</b>	<ul style="list-style-type: none"> <li>• Delivered to the format specified</li> <li>• Alignment to the PID and Solution Overview</li> <li>• Traceability to contracted (Schedule) requirements</li> </ul>
<b>First Draft Delivery Date for Deliverable</b>	<<The date when 1st draft of the Deliverable will be ready.>>
<b>Internal Impact Assessment / Peer Review Sign-off</b>	Design function Working Groups
<b>Approval &amp; Sign-off</b>	<p>Reviewers</p> <ul style="list-style-type: none"> <li>• Authority representatives to be agreed</li> </ul> <p>Approval</p> <ul style="list-style-type: none"> <li>• Authority representatives to be agreed</li> </ul>
<b>Planned Successful Approval Date for Deliverable</b>	As per Implementation Plan

Project Test Strategy Product Description	
<b>Purpose of Deliverable</b>	<p>The purpose of the Project Test Strategy is to:</p> <ul style="list-style-type: none"> <li>(a) Describe the practice of testing within the Project consistent with the Authority's Test Strategy and the relevant Supplier Test Policy</li> <li>(b) Set out the testing responsibilities of the Supplier engaged in the Project</li> <li>(c) Describe the standards and approach to Testing to be used by each party engaged in the specific Project</li> </ul> <p>A Project Test Strategy is required in order to agree an approach to testing in advance of creating any specific Project Test Plans relevant to each supplier's delivery scope.</p>
<b>Scope of Deliverable</b>	<p>The Project Test Strategy will describe the practices, standards and approach to testing to be adopted by the Project.</p>
<b>Format &amp; Presentation of Deliverable</b>	<p>It is expected that all documents will be produced in OpenDocument format, PDF, or, as an exception, DOCX where particular features are unsupported.</p> <p>All Test Documentation should be properly titled, and version controlled.</p>
<b>Composition of Deliverable</b>	<ul style="list-style-type: none"> <li>• Document control (version, history, approvals, change Authority)</li> <li>• Introduction <ul style="list-style-type: none"> <li>○ Purpose</li> <li>○ References</li> </ul> </li> <li>• Stakeholder overview, recognizing internal and external stakeholders</li> <li>• Test objectives (e.g. to mitigate business risk for changes to the operational environment, to provide value for money, to support business objectives and strategy, to adopt a risk based approach to testing)</li> <li>• Test methodology – set out the methodology to be employed by the programme or project, consistent with the Authority's Test Strategy and Supplier Test Policy</li> <li>• Test Responsibilities – set out the accountabilities and responsibilities of the following parties in respect of testing for the Project: <ul style="list-style-type: none"> <li>○ Supplier</li> <li>○ Other Supplier</li> <li>○ The Authority.</li> </ul> </li> <li>• Test organisation <ul style="list-style-type: none"> <li>○ Structure</li> <li>○ Governance - organisational aspects including escalation routes</li> <li>○ Roles, responsibilities and required skills</li> </ul> </li> <li>• Testing process and controls</li> <li>• Test Environment &amp; Test Data Strategy <ul style="list-style-type: none"> <li>○ Use of Model Offices for different applications and infrastructure,</li> <li>○ Test Data strategy - noting constraints on the use of live production data for testing</li> </ul> </li> <li>• Approach to Test execution, Test tooling and Test automation</li> <li>• Testing lifecycle</li> <li>• Test Deliverables</li> <li>• Test measurement</li> </ul>

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	<ul style="list-style-type: none"> <li>• Assumptions &amp; Dependencies</li> <li>• Constraints</li> </ul>
<b>Derivation of Deliverable</b>	<p>The Project Test Strategy will be derived from:</p> <ul style="list-style-type: none"> <li>• The Authority Test strategy</li> <li>• Exiting Suppliers exit plans</li> <li>• Supplier Test Policy</li> <li>• Project Initiation Documents</li> <li>• Project Requirement Specifications</li> <li>• Project Solution Overview</li> </ul>
<b>Allocated to</b>	Supplier
<b>Quality Criteria for Deliverable</b>	<p>The Project Test Strategy should satisfy the following Quality Criteria:</p> <ul style="list-style-type: none"> <li>• Does the Project Test Strategy conform to the Product Description (with any exceptions justified)?</li> <li>• Is the Project Test Strategy consistent with the Authority contract, the Authority Test Strategy, the Supplier Test Policy and Industry standards/best practice (with any exceptions justified)?</li> <li>• Is the overall scope and approach for testing within the Project clearly defined?</li> <li>• Are the Testing scope and responsibilities of each Supplier engaged in the Project clearly defined?</li> <li>• Are the responsibilities of the Authority clearly set out?</li> <li>• Does the Project Test Strategy adequately set out the Testing process and associated controls?</li> <li>• Does the Project Test Strategy set out the Test Phases and Test Types to be executed? Are Test phase/cycle entry and exit criteria clearly defined?</li> <li>• Does the Project Test Strategy set out the Test Deliverables to be produced?</li> <li>• Does Project Test strategy adequately balance key risks to the business with an approach that is value for money?</li> </ul>
<b>Quality Method</b>	<ul style="list-style-type: none"> <li>• Review by peers.</li> <li>• Review by project stakeholders</li> <li>• Review by project requirements lead</li> <li>• Assurance by the Authority</li> </ul>
<b>People or skills required</b>	<ul style="list-style-type: none"> <li>• Test managers / senior Test analyst(s)</li> <li>• Programme/Project Test manager</li> <li>• Digital workplace delivery lead (if required)</li> <li>• Architecture, service design &amp; information assurance SMEs</li> <li>• Business representatives, as appropriate</li> </ul>
<b>First Draft Delivery Date for Deliverable</b>	<p>The Project Test strategy must be produced during the initiation stage in order that the testing responsibilities of each supplier can be identified and agreed prior to baseline of the PID and related Project plans.</p>
<b>Internal Impact Assessment / Peer Review Sign-off</b>	<p>Test Deliverable sign off process.</p>

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<b>Approval &amp; Sign-off</b>	<p>Reviewers</p> <ul style="list-style-type: none"><li>• The Authority Test lead</li><li>• The Authority architecture lead</li><li>• The Authority's Project Manager</li></ul> <p>Approval</p> <ul style="list-style-type: none"><li>• The Authority Test lead</li></ul>
<b>Planned Successful Approval Date for Deliverable</b>	Per Project

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**ANNEX 4: MILESTONE ACHIEVEMENT CERTIFICATE**

To: **[NAME OF SUPPLIER]**

FROM: SECRETARY OF STATE

FOR HEALTH AND SOCIAL CARE

**[Date]**

Dear

Sirs,

**MILESTONE ACHIEVEMENT CERTIFICATE**

Milestone: **[insert description of Milestone]**

We refer to the agreement (the “**Agreement**”) relating to the provision of the Goods and Services between the Secretary of State for Health and Social Care (the “**Authority**”) and **[name of Supplier]** (the “**Supplier**”) dated **[date]**.

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (*Definitions*) or Schedule 6.2 (*Testing Procedures*) of the Agreement.

**[We confirm 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 Milestone Achievement Certificate is granted pursuant to Paragraph 13.1 of Schedule 6.2 (*Testing Procedures*) of the Agreement 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 Schedule 7.1 (*Charges and Invoicing*)]\***

*\*delete as appropriate*

Yours faithfully **[Name]**

**[Position]**

acting on behalf of Secretary of State for Health and Social Care

## ANNEX 5: IMPLEMENTATION CONSTRAINTS

### 1 Introduction

- 1.1 In accordance with Paragraph 1.9 of Part A of Schedule 2.1 (*Services Description*) the Supplier is required to take into account, align with, impact, and/or include (as applicable) the Constraints in its Supplier Solution, Implementation Plan, Supplier's solution design, and/or Deliverable(s) due from the Supplier under this Agreement.
- 1.2 The Authority may, at its sole discretion, amend or update the Constraints at any time during Implementation. The Supplier shall promptly update the Implementation Plan to align with any changes or updates made to the Constraints.

### 2 Principles / Constraints

- 2.1 The Supplier shall ensure that there is (to the fullest extent possible) minimum disruption to the End Users and the Authority business during the Implementation Period.
- 2.2 The Supplier shall ensure that:
- (a) the End Users do not suffer a Service degradation during the Implementation of the Service Desk;
  - (b) calls to the Service Desk during the initial Implementation of the Service Desk are logged and resolved, rather than simply referred back to the Exiting Supplier's service desk.
- 2.3 The Supplier shall ensure that the Service Desk on initial Implementation is able to undertake the majority of the first line resolution activities, including the common End User issues such as password reset management.
- 2.4 The Supplier shall adhere to the Authority's Policy regarding the transfer of open calls and/or incidents from the Exiting Supplier's service desk to the Service Desk under this Agreement.
- 2.5 The Supplier shall ensure that during Implementation, the following Services are Implemented prior to migrating the End Users from the Exiting Supplier's service to the Services under this Agreement:
- (a) cloud based PSN/HSCN gateway services;
  - (b) cloud based printing services and printer refresh;
  - (c) cloud services for End User Client Device management, including the ability to re-build existing and/or faulty devices or build new devices; and
  - (d) Microsoft Services cloud management.
- 2.6 The Supplier shall include and take account of, as part of the Implementation Plan, all of the Authority's "out of organisation staff" (if any). An example summary of the Authority's "out of organisation staff" is included below. Such staff will need to be confirmed at the time of any service migration by the Authority

Staff outside of the Authority's organisation	Number of staff
Career Break	■
Loan Out	■

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Parental Leave	■
Secondment Out	■
<b>Total</b>	■

- 2.7 The Supplier shall ensure that it prepares the Implementation Plan so that it:
- (a) specifies the requirements of any support activities from the Exiting Supplier and time for the Exiting Supplier to respond; and
  - (b) facilitates timely approval from the IMS3 governance process, which for the avoidance of doubt is in addition to the exiting obligations required under Schedule 8.1 (*Governance*). The Supplier acknowledges and agrees that, for major/complex changes, the request and impact assessment process under IMS3 governance may take 4 to 6 weeks (shorter for small to medium changes), and the Supplier shall take account of these timelines and reflect them in the Implementation Plan.
- 2.8 Where the Supplier requires the Exiting Supplier to undertake support activities as part of the Implementation, the Supplier shall work with the Authority to populate and submit a work request to the Authority who will submit it to the Exiting Supplier to request an impact assessment under the Exiting Supplier Contract. The Authority will provide, on request a copy of the work request form under the Exiting Supplier.
- 2.9 Without prejudice to the other terms and conditions and timelines of this Agreement, the Authority's business objective is to transition/exit all services under the Exiting Supplier Contract no later than by 30 April 2022 when the Exiting Supplier Contract is due to end.
- 2.10 The Supplier acknowledges that the Authority does not require the:
- (a) the Supplier's Service Desk to be contacted by email; or
  - (b) the Exiting Supplier's service desk phone number to be retained by the Supplier's Service Desk.
- 2.11 Elements of the proposed Implementation approach under this Agreement which could impact the existing provision of goods and services under the Exiting Supplier Contract will need to be reviewed and approved by the IMS3 governance process, in relation to such goods and services provided under the Exiting Supplier Contract to assure that all service, technical and security requirements are met and responsibilities are clearly identified between Exiting Supplier and the Supplier throughout the Implementation.
- 2.12 Subject to always complying with the provisions of Paragraph 2.13 of this Annex 5, the Supplier may request the Exiting Supplier to deploy any tools and/or agents required by the Supplier to be available when the Service Desk goes live (Milestone M2 (Service Desk Go Live)).
- 2.13 The Supplier acknowledges that any request for the Exiting Supplier assistance and/or input into the Service Desk Go Live will always be subject to:
- (a) the Exiting Supplier Contract governance process (which can take up to 6 weeks for complex changes); and
  - (b) minimum impact being caused to the End Users.
- 2.14 The Supplier shall ensure that the Implementation Plan contains information relating to:
- (a) subject to Paragraph 2.15 of this Annex 5 any relevant contracts from the Exiting

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Supplier (or their sub-contractors) including the end/renewal dates, which shall be novated and/or assigned to the Supplier (as applicable) prior to, or during the Implementation Period; and

- (b) the Authority Novated Third Party Contracts as more particularly described in Paragraph 2 of Schedule 4.4 (*Third Party Contracts*).
- 2.15 As part of the novation process for third party contracts that the Supplier will be novating as part of the Implementation, the Supplier shall ensure that such will be novated in a way that achieves the most economic transition of the services to this Agreement, including taking account of the end/renewal dates of such contracts and subject to the other principles/constraints specified in this Annex 5.
- 2.16 The Supplier shall ensure that they take into account, when preparing the Implementation Plan the exit plans of the Exiting Supplier and the exit plans / arrangements of any other service recipients of services under the Exiting Supplier Contract.
- 2.17 The Implementation Plan shall include
  - (a) Milestones for:
    - (i) successful completion of the transition of services from the Exiting Supplier Contract to this Agreement including sub-Milestones for advising the Authority when such services have been successfully transitioned so the Authority can determine when to initiate the de-commissioning of the services under the Exiting Supplier Contract; and
    - (ii) ATP, to assure readiness for each Operational Services Commencement Date for the relevant Services;
  - (b) appropriate service readiness gateway reviews; and
  - (c) any approval activities.
- 2.18 If any staff transfers are likely to occur, the provisions of Clause 14.10 and Schedule 9.1 (Staff Transfer) shall apply.









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**SCHEDULE 6.2**

**TESTING PROCEDURES**

**SCHEDULE 6.2**

**TESTING PROCEDURES**

**1 DEFINITIONS**

In this Schedule, the following definitions shall apply:

<b>“Annual Service Continuity Testing”</b>	means the service continuity Testing the Supplier shall conduct annually, which shall include: <ul style="list-style-type: none"><li>(a) walk-through tests;</li><li>(b) full test;</li><li>(c) partial test;</li><li>(d) scenario tests;</li></ul>
<b>“Component”</b>	any constituent parts of the infrastructure for a Service, hardware or Software;
<b>“Live Environment”</b>	the Authority’s operational and/or production environment in which a system or software (or a discrete part of such system or software) is available for the processing of live business transactions or is otherwise in live use;
<b>“Material Test Issue”</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>“Service Acceptance Testing”</b>	means the testing undertaken to confirm that the Supplier’s solution meets the Authority’s requirements for managing the service
<b>“Severity Level”</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1 of this Schedule;
<b>“Test Automation”</b>	the use of software to control and Implement the Testing, including the comparison of actual outcomes to predicted outcomes, establishing Test Success Criteria, and other Test control and reporting functions.
<b>“Test Environment”</b>	the environment for the testing of the relevant Goods and/or Services and or relevant Deliverables prior to installing them on the Live Environment;
<b>“Test Certificate”</b>	a certificate materially in the form of the document contained in Annex 2 of this Schedule issued by the Authority when a Deliverable has satisfied its relevant Test Success Criteria;

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<b>“Test Data”</b>	the data created or selected by the Supplier to satisfy the Test Success Criteria, including, where applicable, Production Data and Simulation Production Data.
<b>“Test Issue”</b>	any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
<b>“Test Issue Threshold”</b>	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;
<b>“Test Issue Management Log”</b>	a log for the recording of Test Issues as described further in Paragraph 9.1 of this Schedule;
<b>“Test Plan”</b>	<p>a plan:</p> <ul style="list-style-type: none"><li>(a) for the Testing of Deliverables, projects, Milestones and/or any other items that the Parties agree through the Change Control Procedure are items that are to be subject to Testing; and</li><li>(b) setting out other agreed criteria related to the Achievement of Milestones,</li></ul>
<b>“Test Reports”</b>	as described further in Paragraph 5 of this Schedule; the reports to be produced by the Supplier setting out the results of Tests;
<b>“Test Specification”</b>	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 Schedule, including in relation to the Implementation Services, projects, Deliverables, Milestones and/or any items that the Parties agree through the Change Control Procedure are items that are to be subject to Testing;
<b>“Test Strategy”</b>	a strategy for the conduct of Testing as described further in Paragraph 4 of this Schedule, including in relation to the Implementation Services, projects, Deliverables, Milestones and/or any items that the Parties agree through the Change Control Procedure are items that are to be subject to Testing;
<b>“Test Success Criteria”</b>	in relation to a Test, the test success criteria for that Test as more particularly described in Paragraph 6 of this Schedule;
<b>“Test Witness”</b>	any person appointed by the Authority pursuant to Paragraph 10.1 of this Schedule; and

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**“Testing Procedures”** the applicable testing procedures and Test Success Criteria set out in this Schedule.

**“User Acceptance Testing”** the actual user testing carried out by the Authority or simulated user testing as agreed by the Authority and in accordance with any user testing provisions set out in the relevant Implementation Plan, to confirm that the Supplier’s Solution meets the user requirements for the Service in line with the appropriate Test Success Criteria.

## **2 RISK**

2.1 The issue of a Test Certificate and/or a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:

- (a) operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Authority's requirements for that Deliverable or Milestone; or
- (b) affect the Authority's right subsequently to reject:
  - (i) all or any element of the Deliverables to which a Test Certificate relates; or
  - (ii) any Milestone to which the Milestone Achievement Certificate relates; or
- (c) relieve the Supplier from completing any outstanding resolutions and/or rectifications set out in any agreed plans with the Authority.

2.2 Notwithstanding the issuing of any Milestone Achievement Certificate (including the Milestone Achievement Certificate in respect of Authority to Proceed), the Supplier shall remain solely responsible for ensuring that:

- (a) the Supplier Solution as designed and developed is suitable for the delivery of the Goods and Services and meets the Authority Requirements;
- (b) the Goods and Services are implemented in accordance with this Agreement; and
- (c) each Target Performance Level is met from the relevant Milestone Date.

## **3 TESTING OVERVIEW AND TEST ENVIRONMENT**

### **Overview**

3.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, the Test Plans and the Test Specifications.

3.2 The Supplier shall not submit any Deliverable for Testing:

- (a) unless the Supplier is confident that it will satisfy the relevant Test Success Criteria;
- (b) until the Authority has issued a Test Certificate in respect of any prior, dependant Deliverable(s); and
- (c) until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

3.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-

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Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

- 3.4 Prior to the issue of a Test Certificate, the Authority shall be entitled to review the relevant Test Reports, Rectification Plan and the Test Issue Management Log.
- 3.5 Any Disputes between the Authority and the Supplier regarding Testing shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.
- 3.6 Unless an approval process for a document is set out elsewhere in the Agreement, the development and approval of a Documentary Deliverable under this Agreement shall be subject: (i) to the provisions of this Schedule; or (ii) any approval process communicated in writing by the Authority to the Supplier from time to time and agreed between the Parties through the Change Control Procedure, as applicable.

**Testing Environment**

- 3.7 The Supplier shall by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable:
- (a) produce a list of Test Environments required to support the Goods and/or Services and the time and duration that the Test Environments need to be available to support the Testing.
  - (b) provide and set up the Test Environments, including Software, Testing tools and Test interfaces to other systems to support the Testing;
  - (c) maintain the Test Environment status as a sufficiently accurate replication of the Live Environment for the Implementation Period; and
  - (d) update the Test environments as necessary and/or at the reasonable request of the Authority in order to enable effective testing to be undertaken to meet the test criteria to reflect any and all changes in the Live Environment.
- 3.8 The Supplier shall ensure that the Test Environments are a sufficiently appropriate replication of the particular Live Environment, including for:
- (a) Service Acceptance and User Acceptance Testing; and
  - (b) performance, load or stress Testing
- 3.9 The Supplier shall ensure that there are no Test Issues resulting from Test Environment constraints (if any) when transitioning the Service into the Live Environment.
- 3.10 The Supplier shall ensure that the Test Reports accurately represent the test results of the test cases undertaken in the test environment, the test cases being designed to replicate conditions expected in the Live production environment.
- 4 TEST STRATEGY**
- 4.1 In respect of Testing relating to the Implementation Services (including in respect of Deliverables and Milestones) the Supplier shall:
- (a) develop and provide to the Authority for its approval, a draft Test Strategy no later than twenty (20) Working Days from the Effective Date; and
  - (b) agree and finalise the Test Strategy with the Authority no later than sixty (60) Working Days (or such other period as the Parties may agree in writing) from the Effective Date which shall be inserted in Annex 4.

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- 4.2 If the Parties are unable to agree and finalise the Test Strategy in accordance with Paragraph 4.1(b) above, the matter shall be referred for determination in accordance with Paragraph 2 of Schedule 8.3 (*Dispute Resolution Procedure*).
- 4.3 In respect of Testing relating to all other projects, Deliverables, Milestones and/or any items that the Parties agree through the Change Control Procedure are items that are to be subject to Testing, the Supplier shall develop and provide to the Authority for its approval a Test Strategy within twenty (20) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) of the start date for the relevant Testing.
- 4.4 The final Test Strategy for the relevant Testing shall include:
- (a) an overview of how Testing will be conducted in accordance with the Implementation Plan; including the Testing lifecycles / stages;
  - (b) Testing methodologies, Test types and techniques;
  - (c) Testing approach, standards, controls and procedures;
  - (d) generic Test entry and exit criteria, as set out in the Test Plan and test cases;
  - (e) Test Data strategy;
  - (f) Test tools strategy;
  - (g) Testing organisation;
  - (h) Test design;
  - (i) Deliverable for a Test;
  - (j) Test management; the process to be used to capture and record Test results and the categorisation of Test Issues;
  - (k) the method for mapping the expected Test results to the Test Success Criteria;
  - (l) 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;
  - (m) the procedure to be followed to sign off each Test;
  - (n) the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues;
  - (o) the names and contact details of the Authority's and the Supplier's Test representatives;
  - (p) a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Authority and/or third party involvement in the conduct of the Tests;
  - (q) the technical environments required to support the Tests; and
  - (r) the procedure for managing the configuration of the Test Environments.
- 4.5 All changes, developments and refinements to then existing approved Test Strategy shall be subject to the agreement of the Authority.

## 5 TEST PLANS

- 5.1 The Supplier shall develop Test Plans and submit these for the approval of the Authority as soon as practicable but in any case:
- (a) in relation to Testing for the Implementation Services, in accordance with the relevant dates identified in the Implementation as contained in Schedule 6.1 (*Implementation Plan*);
  - (b) In relation to any other Testing, the earlier of:
    - (i) the applicable Milestone Date; or
    - (ii) twenty (20) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start date for the relevant Testing (as specified in the Implementation Plan).
- 5.2 The Test Plans shall be subject to the approval of the Authority, not to be unreasonably withheld or delayed, and provided that such approval is within the scope of the Authority Requirements.
- 5.3 Each Test Plan shall include as a minimum but not limited to:
- (a) 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;
  - (b) a detailed procedure for the Tests to be carried out, including:
    - (i) the timetable for the Tests, including start and end dates;
    - (ii) Test cases;
    - (iii) Test Data;
    - (iv) Test Environment(s) and configuration;
    - (v) the Testing mechanism;
    - (vi) dates and methods by which the Authority can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
    - (vii) the mechanism for ensuring the quality, completeness and relevance of the Tests;
    - (viii) the format and an example of Test progress reports and the process with which the Authority accesses daily Test schedules;
    - (ix) the process which the Authority will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;
    - (x) the Test schedule;
    - (xi) the process by which Tests are suspended and resumed;
    - (xii) Supplier resources;
    - (xiii) the testing scope to be undertaken by the Authority so that the Authority can advise the Supplier of the Authority resources to be used for the testing;
    - (xiv) any equipment required to support the Tests;

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- (xv) any network requirements to support the Tests;
  - (xvi) the re-Test procedure, the timetable and the resources which would be required for re-Testing;
  - (xvii) any other requirements issued by the Authority; and
- (c) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.

## **6 TEST SUCCESS CRITERIA**

- 6.1 As at the Effective Date, the Parties acknowledge that certain Test Success Criteria for the Implementation Services are set out in Annex 3. The Supplier acknowledges that the Authority is entitled to set out additional Test Success Criteria for the Implementation Services and/or amend the Test Success Criteria in Annex 3 where reasonably required to meet a test against the stated requirements. Such additional and/or amended Test Success Criteria shall be included in the Implementation Plan and/or the relevant Test Plan.
- 6.2 The Supplier is required to Achieve the Test Success Criteria for the relevant Test.

## **7 TEST REQUIREMENTS**

### **Test Specification**

- 7.1 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).
- 7.2 Each Test Specification shall include as a minimum but not limited to:
- (a) 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 Authority and the extent to which it is equivalent to live operational data;
  - (b) a plan to make the resources available for Testing;
  - (c) Test scripts;
  - (d) Test pre-requisites and the mechanism for measuring them;
  - (e) requirements for the relevant Goods and/or Services (as applicable);
  - (f) network requirements; and
  - (g) expected Test results, including:
    - (i) a mechanism to be used to capture and record Test results;
    - (ii) a method to process the Test results to establish their content; and
    - (iii) a method to record the approval of Test fail/pass.

### **Test Data**

- 7.3 The Supplier shall ensure that all Test Data is handled and processed in accordance with Schedule 2.4 (*Security Management*) and Schedule 11 (*Processing Personal Data*).

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- 7.4 The Supplier acknowledges and agrees that the quality of the Test Data used to verify and validate the functional and non-functional requirements of the Supplier Solution will in turn impact the quality of the Testing.
- 7.5 Subject to Paragraph 7.6 below, the Supplier shall, with the prior written consent of the Authority, not to be unreasonably delayed or withheld, ensure that the Test Data used will be either:
- (a) self-generated by the Testing team as fake or randomised data to resemble or represent actual Test Data ("**Simulated Production Data**"); or
  - (b) a subset or the full set of production data which shall be used to test various aspects of the Supplier Solution against real Test Data ("**Production Data**").
- 7.6 Production Data shall not be used for Testing unless:
- (a) the Production Data has been fully anonymised using an anonymisation and/or masking algorithm approved by the SIAG;
  - (b) the generation, use, storage, repurpose, archival, backup, restoration and deletion of the Test Data, including security and privacy aspects, is approved in advance by the SIAG; and
  - (c) all Test Data must be created or requested by the Supplier suitably in advance in the delivery cycle to ensure it is available for conditioning, if required, prior to Testing.
- 7.7 The Authority shall:
- (a) establish the Test cases required for User Acceptance Testing and Service Acceptance Testing in relation to the Authority Requirements and/or agreed design, as applicable;
  - (b) coordinate the Supplier's provisioning, creation and/or sourcing of the representative Test Data;
  - (c) detail which part of the Test Data are to be obfuscated and/or anonymised (including specifications and examples for such obfuscation and anonymisation); and
  - (d) determine which Board or Working Group is most appropriate to approve generation, obfuscation and/or anonymisation of the Test Data.
- 7.8 The Supplier shall develop a plan to refresh all Test Data based on the latest updates to Simulated Production Data or Production Data (including the cadence for Test Data refresh on various Test Environments) and submit that plan for approval from the Authority by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

**Test Tooling and Management**

- 7.9 The Supplier shall appoint a test manager who shall be responsible for:
- (a) co-ordination of ongoing Test related activities that are being delivered by the Parties;
  - (b) preparation and issuing of all Test Reports which shall include:
    - (i) Test entry and exit criteria;
    - (ii) Testing readiness reviews;
    - (iii) Testing completion reviews;

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- (iv) Test scripts;
- (v) Test results and analysis;
- (vi) Test Data;
- (vii) Test system configuration details; and
- (viii) Test Issues list and impact assessment.

7.10 The Supplier shall:

- (a) provide system(s) to deliver effective Test management, feedback and issue resolution to the Authority as part of the provision of the Goods and Services;
- (b) propose any tools/toolset to support effective Testing;
- (c) provide to the Authority access and visibility equivalent to that of the Supplier's to all Test management tools and Software;
- (d) ensure that all elements of Testing and Test Data handling comply with the requirements contained within Schedule 2.4 (Security Management) and Schedule 11 (Processing Personal Data), as applicable; and
- (e) provide and maintain a Test product re-use library to support the re-use of Testing Documentation, specifications, Test Data sets and configuration information.

**Test Automation**

7.11 Where the Supplier has introduced changes to the Supplier Solution, it shall implement Test Automation on repeat Testing and minimise dependency on Authority resources to undertake User Acceptance Testing.

7.12 The Supplier shall achieve maximum possible Test Automation, including feature Testing and/or End User story acceptance Testing. The Supplier shall provide preferably 100% Test Automation for the following functional Testing activities irrespective of the delivery model used for the project:

- (a) regression Testing; and
- (b) compatibility Testing (for all supported browsers, devices and/or platforms).

7.13 The Supplier shall implement Test Automation for non-functional Testing (as applicable) including performance, security and accessibility Testing. The Supplier shall obtain regular feedback on non-functional specifications as the Supplier Solution develops.

**Service Continuity Testing**

7.14 The Supplier shall conduct Annual Service Continuity Testing, the scope of which shall be agreed in advance between the Supplier and the Authority

**References**

7.15 The Supplier shall comply with the following manuals, service standards and codes as part of the Testing to be carried out pursuant to this Schedule:

- (a) GDS Service Manual: <https://www.gov.uk/service-manual>;
- (b) GDS Service Standard: <https://www.gov.uk/service-manual/service-standard>; and

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- (c) GDS Technology Code of Practice:  
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>.

## 8 TESTING

- 8.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 8.2 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 10 of this Schedule.
- 8.3 The Supplier shall notify the Authority 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 Authority shall ensure that the Test Witnesses attend the Tests, except where the Authority has specified in writing that such attendance is not necessary.
- 8.4 The Authority may raise and close Test Issues during the Test witnessing process.
- 8.5 The Supplier shall provide to the Authority in relation to each Test:
- (a) a Test Status Report, including the test completed, remaining tests, test results and issues log, 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
  - (b) the draft Test Report within five (5) Working Days (or such other period as the Parties may agree in writing) of completion of Testing and the final Test Report, incorporating feedback from the Authority within ten (10) Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 8.6 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) Test results;
  - (c) Test Issues;
  - (d) identification of the relevant Test Success Criteria that have been satisfied;
  - (e) 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;
  - (f) the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - (g) 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 9.1 of this Schedule;
  - (h) the Supplier's forecast or plan for resolving any Test Success Criteria that were not satisfied;
  - (i) the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing; and

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- (j) the Authority and the comments and concerns, which must be recorded and noted during the Testing process.
- 8.7 The Supplier shall support the Authority's User Acceptance Testing by:
- (a) establishing the Test Environment;
  - (b) developing Test scripts;
  - (c) creation and loading of Test Data;
  - (d) providing the tool for tracking Test Issues;
  - (e) preparing and collating the Test Reports and Test evidence; and
  - (f) supporting the nominated Test End Users.
- 8.8 The Supplier shall undertake accessibility testing as requested and in the form as agreed with the Authority.
- 8.9 The Supplier shall comply with:
- (a) any requests from the Authority to perform the non exhaustive Tests contained within Annex 5 of this Schedule; and
  - (b) any requests from the Authority seeking advice to resolve any Test Issues.
- 8.10 The Supplier shall retain and up-to-date records of all Testing.

**9 TEST ISSUES**

- 9.1 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 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 Authority upon request.
- 9.3 The Authority 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 the Dispute Resolution Procedure using the Expedited Dispute Timetable.
- 9.4 Subject to Paragraph 9.5 below, following the discovery of any Test Issues, the Supplier shall Test any necessary live system changes required prior to the change being Implemented and shall ensure:
- (a) the Implementation of system configuration changes is scripted and complies with the Authority pre-approved design; and
  - (b) a second Test Witness of similar or higher level expertise as the individual completing the configuration shall observe the Implementation where any manual script is required.
- 9.5 Where it is not possible to test a change prior to Implementation, the Supplier shall conduct a desktop walkthrough of the change no later than three (3) Working Days (unless otherwise

directed by the Authority) prior to Implementation, with a team of appropriate Supplier experts.

## 10 TEST WITNESSING

- 10.1 The Authority may, in its sole discretion, require the attendance at any Testing of one or more Test Witnesses selected by the Authority, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 10.2 The Supplier shall give the Test Witnesses access to any Documentation and Test Environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 10.3 The Test Witnesses:
- (a) shall actively review the Test Documentation;
  - (b) will attend and observe in the performance of the Tests on behalf of the Authority so as to enable the Authority 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) shall not be involved in the execution of any Test;
  - (d) 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;
  - (e) may produce and deliver their own, independent reports on Testing, which may be used by the Authority to assess whether the Tests have been Achieved;
  - (f) may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
  - (g) may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed; and
  - (h) may raise any other issues in relation to the agreed Test Plan and Test Scenarios noticed during the execution of the Tests.

## 11 TEST QUALITY AUDIT

- 11.1 Without prejudice to its rights pursuant to Clause 12.2(b) (*Records, Reports, Audits & Open Book Data*), the Authority 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 an agreed methodology;
  - (b) adherence to the agreed Testing process;
  - (c) adherence to the Quality Plan;
  - (d) review of status and key development issues; and
  - (e) identification of key risk areas.
- 11.3 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 and the Supplier may request,

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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 Authority will materially and adversely impact the Implementation Plan. The Supplier shall update the Test Plan to allow for the Testing Quality Audit and sufficient time to ensure that adequate responses to a Testing Quality Audit can be provided.

- 11.4 Not used.
- 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 Schedule, the Authority witnessing Tests and demonstrations of the Deliverables to the Authority. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Authority 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 Authority to enable it to carry out the Testing Quality Audit.
- 11.6 If the Testing Quality Audit gives the Authority concern in respect of the Testing Procedures or any Test, the Authority 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 Authority's report.
- 11.7 In the event of an inadequate response to the Authority's report from the Supplier, the Authority (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Authority.

## **12 OUTCOME OF TESTING**

- 12.1 The Authority shall issue a Test Certificate as soon as reasonably practicable, and in any case within 5 Working Days after the Final Test Report, when the Deliverables satisfy the Test Success Criteria in respect of that Test: (i) without any Test Issues; or (ii) where there are unresolved or open Test Issues within the Test Issue Threshold, and a plan to resolve such unresolved or open Test Issues has been agreed with the Authority.
- 12.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Authority shall notify the Supplier and:
- (a) the Authority may issue a Test Certificate conditional upon the remediation of the Test Issues;
  - (b) where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Authority 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
  - (c) 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 Authority's other rights and remedies, such failure shall constitute a Notifiable Default for the purposes of Clause 28.1 (*Rectification Plan Process*).
- 12.3 The Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Agreement, 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

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Criteria or other unresolved or open Test Issues for that Deliverable to be satisfied.

- 12.4 Where the Parties have agreed that a Deliverable will not have Test Success Criteria and will not be subject to Testing, the Authority will review the Deliverable following its receipt from the Supplier and will provide written sign-off of the same once the Authority is satisfied (acting reasonably) that the applicable Deliverable meets the requirements set out in this Agreement ("**Sign-Off**").

**13 ISSUE OF MILESTONE ACHIEVEMENT CERTIFICATE**

- 13.1 The Authority shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- (a) the issuing by the Authority of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested;
  - (b) performance by the Supplier to the reasonable satisfaction of the Authority of any other tasks identified in the Implementation Plan as 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); and
  - (c) in relation to all other Deliverables (if any) relating to a Milestone which is agreed by the Parties will not have Test Success Criteria and will not be subject to Testing, have been signed off by the Authority in accordance with Paragraph 12.4 of this Schedule
- 13.2 The grant of a Milestone Achievement Certificate shall (where applicable) entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 7.1 (*Charges and Invoicing*).
- 13.3 If a Milestone is not Achieved, the Authority 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 there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Authority shall issue a Milestone Achievement Certificate.
- 13.5 Without prejudice to the Authority's other remedies, if there is one or more Material Test Issue(s), this shall constitute a Notifiable Default for the purposes of Clause 28.1 (*Rectification Plan Process*) and the Authority shall refuse to issue a Milestone Achievement Certificate.
- 13.6 If there are Test Issues, which exceed the Test Issues Threshold but there are no Material Test Issues, the Authority may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement 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 Milestone Achievement Certificate unless the Authority agrees otherwise; and
  - (b) where the Authority issues a conditional Milestone Achievement 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 Level 1 Test Issue:** a Test Issue that:
- 1.1      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 a Data Loss Event;
  - 1.2      causes or is likely to cause significant disruption to the delivery of the Goods and Services; or
  - 1.3      prevents a significant number of End Users accessing the Goods and Services.
- 2      Severity Level 2 Test Issue:** a Test Issue for which, as reasonably determined by the Authority, there is no practicable workaround available or the workaround cannot be reasonably implemented or the period for the suggested workaround is not viable, and which:
- 2.1      causes a Component to become unusable;
  - 2.2      causes a lack of functionality, or unexpected functionality; or
  - 2.3      has an adverse impact on any other Component(s) or any other area of the Goods and Services.
- 3      Severity Level 3 Test Issue:** a Test Issue which:
- 3.1      causes a Component to become unusable;
  - 3.2      causes a lack of functionality, or unexpected functionality; or
  - 3.3      has an impact on any other Component(s) or any other area of the Goods and Services;
- but for which, as reasonably determined by the Authority, there is a practicable workaround available which is reasonable to implement, and the period of implementation is acceptable to the Authority.
- 4      Severity Level 4 Test Issue:** a Test Issue which causes incorrect functionality of a Component or process, but for which there is a simple workaround as reasonably determined by the Authority.
- 5      Severity Level 5 Test Issue:** a Test Issue that causes a minor problem, for which no workaround is required as reasonably determined by the Authority.

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**ANNEX 2: TEST CERTIFICATE**

To: **[NAME OF SUPPLIER]**

FROM: **[NAME OF AUTHORITY]**

**[Date]**

Dear

Sirs,

**TEST CERTIFICATE**

Deliverables: **[insert description of Deliverables]**

We refer to the agreement (the “**Agreement**”) relating to the provision of the Goods and Services between the Secretary of State for Health and Social Care (the “**Authority**”) and **[name of Supplier]** (the “**Supplier**”) dated **[date]**.

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (*Definitions*) or Schedule 6.2 (*Testing Procedures*) of the Agreement.

**[We confirm that 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 12.1 of Schedule 6.2 (*Testing Procedures*) of the Agreement on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate or in accordance with the Rectification Plan agreed through the Rectification Plan Process.]\***

*\*delete as appropriate*

Yours faithfully **[Name]**

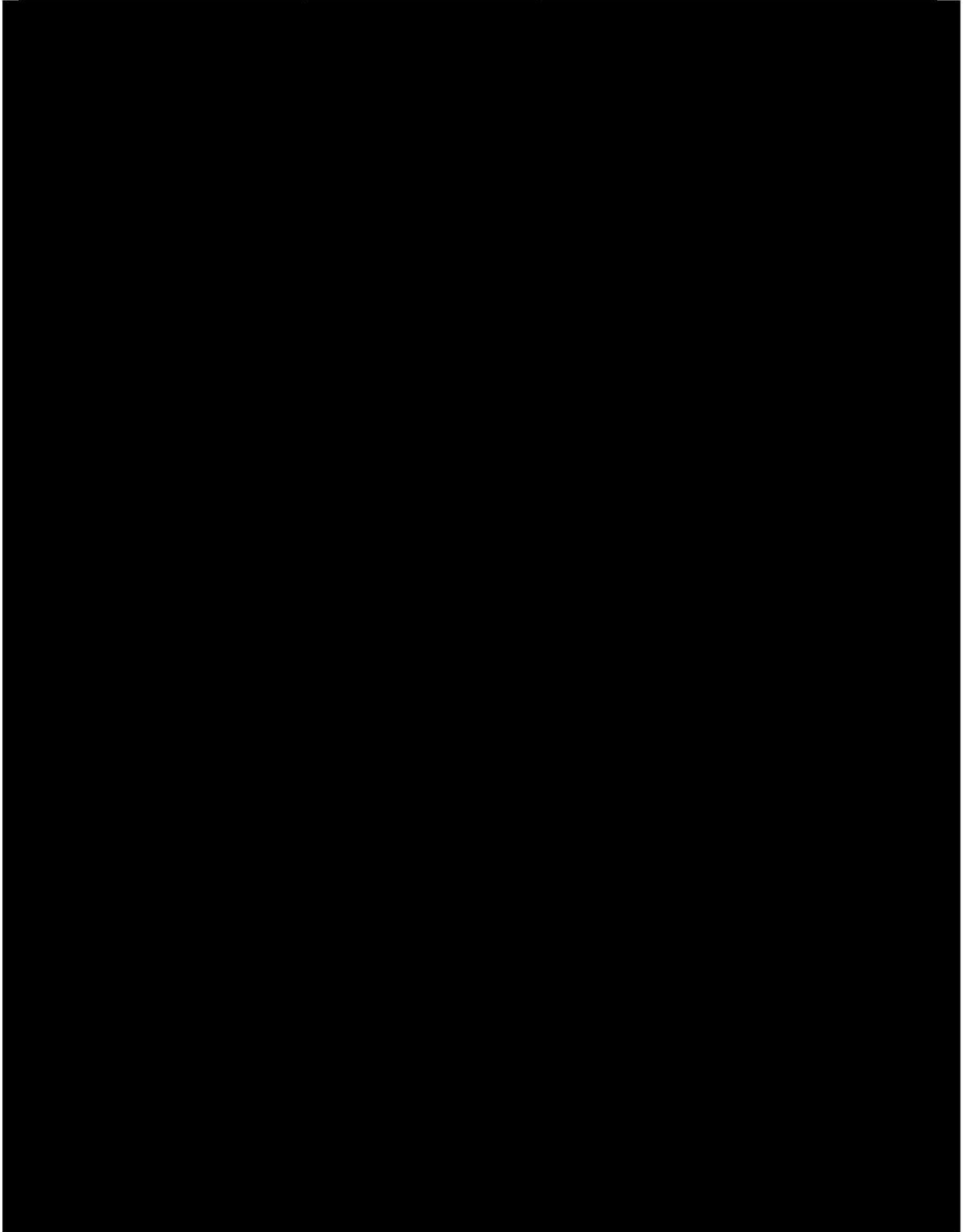
**[Position]**

acting on behalf of Secretary of State for Health and Social Care

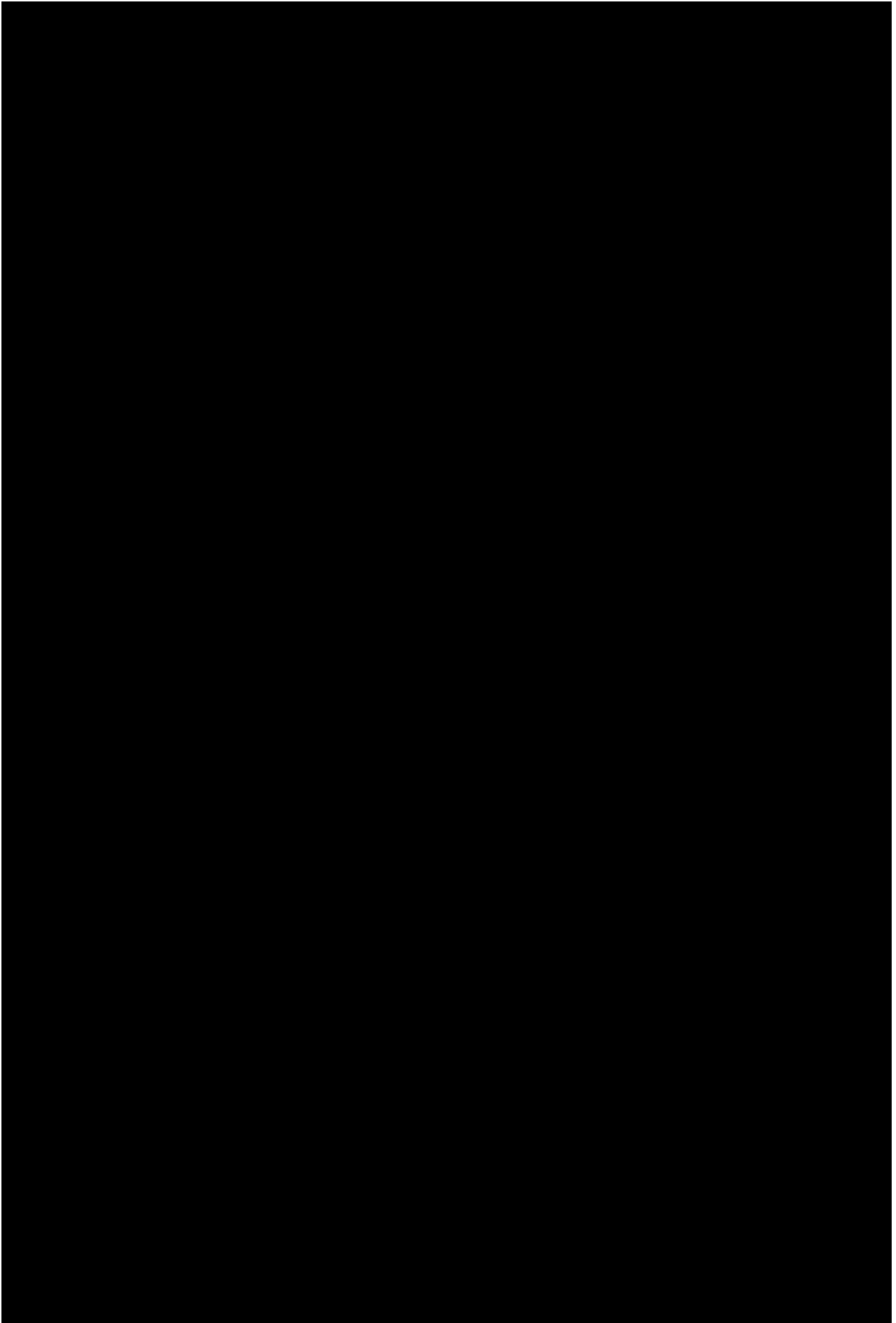
**ANNEX 3: TEST SUCCESS CRITERIA**

**1 Tests to be Achieved in order to Achieve the ATP Milestone**

Test	Pre-conditions*	Test Success Criteria
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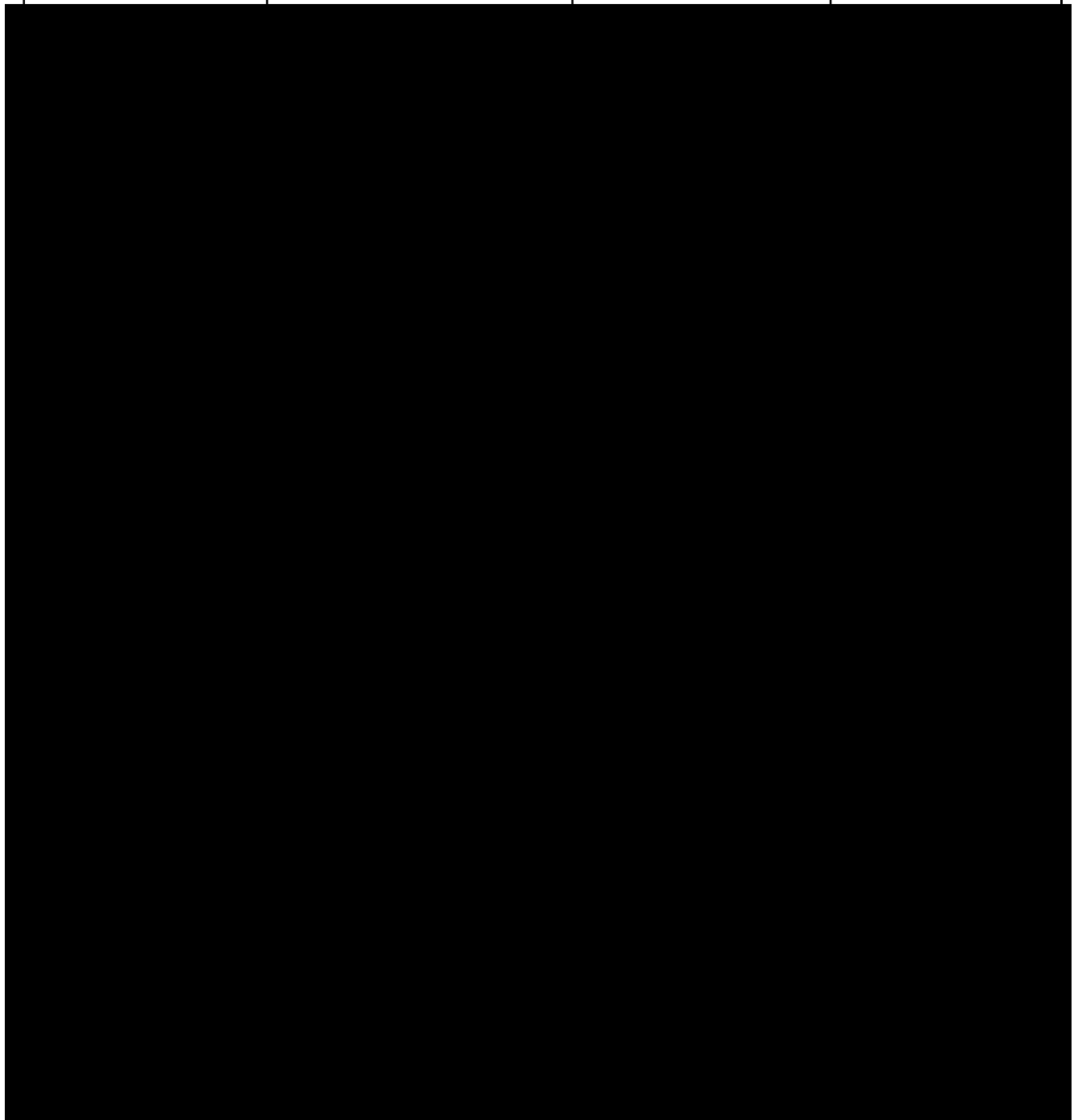


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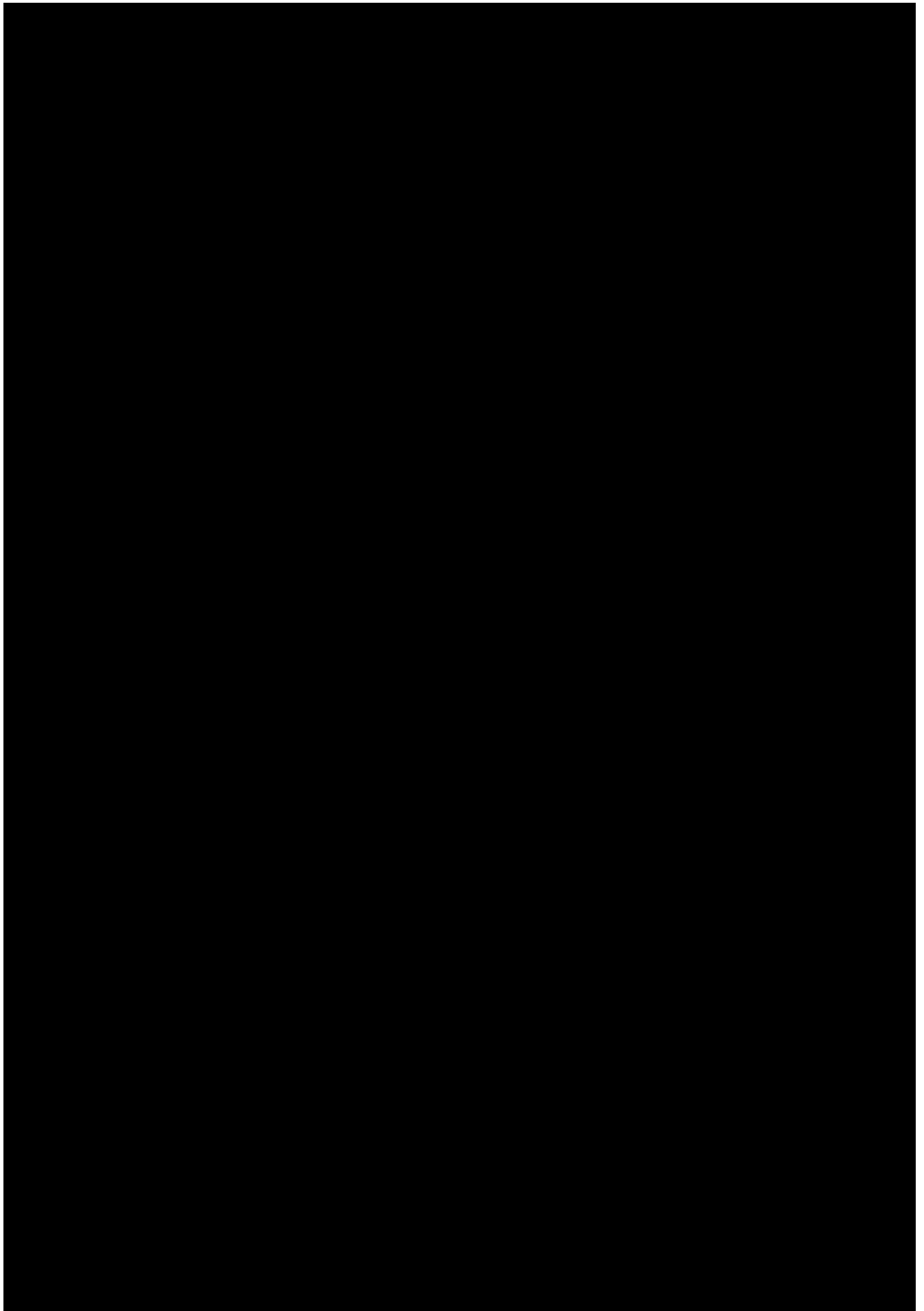
\* Note: The Pre-Conditions are that e.g. the Success Criteria for the previous Tests must be satisfied before the ATP Milestone tests are commenced

**2 Acceptance Criteria to be Achieved in order to Achieve a Milestone:**

<b>Milestone No.</b>	<b>Milestone Acceptance Criteria, including Documentary Deliverables</b>	<b>Milestone Description / Type of Milestone</b>	<b>Milestone Date</b>
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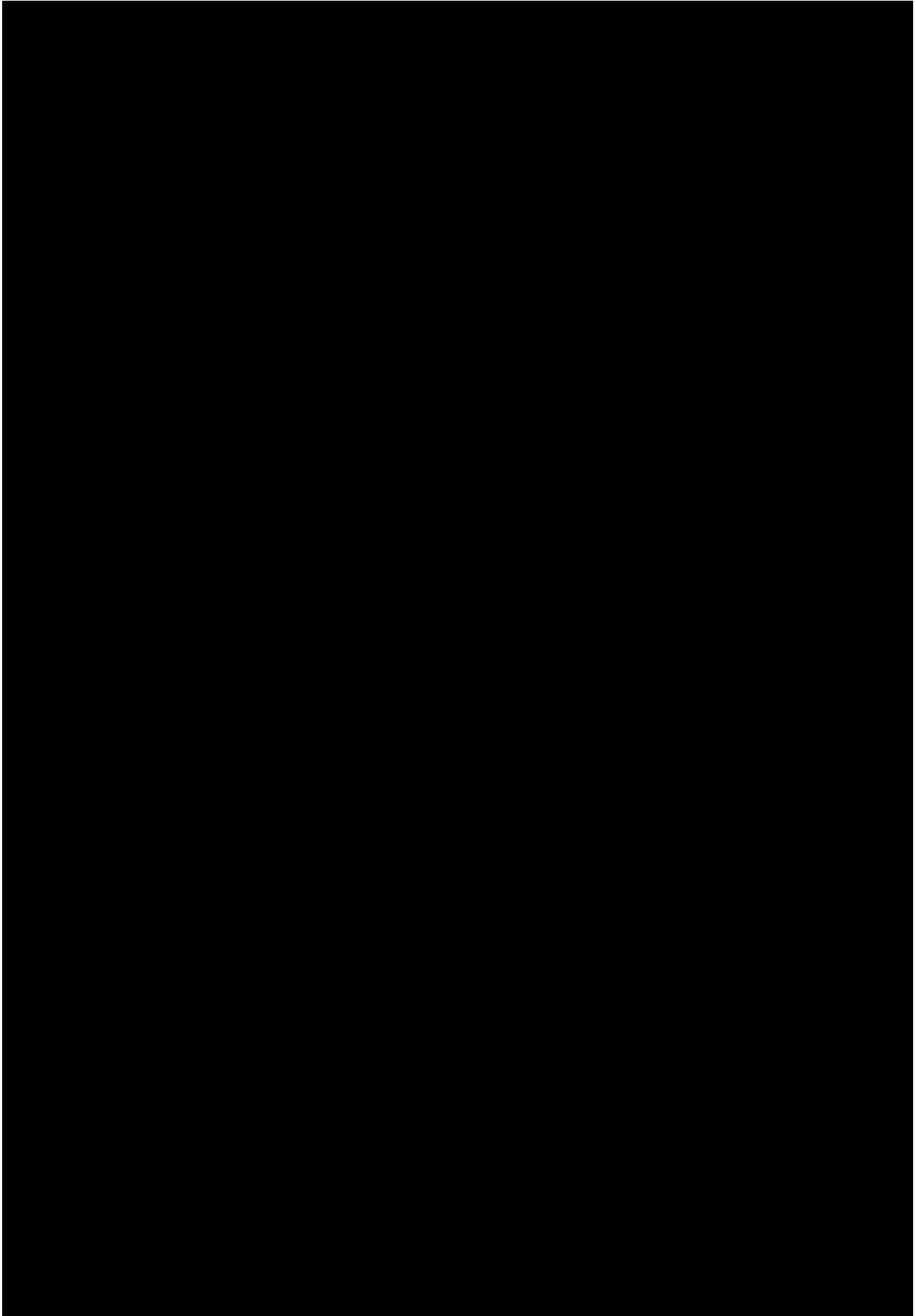
In addition to the main Milestone listed above the following services shall be subject to the following criteria:

Service	Criteria	Milestone Date

**ANNEX 4: TEST STRATEGY**

1. The Supplier shall provide the Authority with the Test Strategy for this Annex 4 following the Effective Date in accordance with the provisions of Paragraph 4 of this Schedule above.

**ANNEX 5: TEST EXAMPLES**





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**SCHEDULE 7.1**  
**CHARGES AND INVOICING**













































































































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**SCHEDULE 7.2**

**PAYMENTS ON TERMINATION**

















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**SCHEDULE 7.3**

**BENCHMARKING**

**SCHEDULE 7.3**

**BENCHMARKING**

**1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

<b>“Benchmarker”</b>	the independent third party appointed under Paragraph 3.1 of this Schedule;
<b>“Benchmark Report”</b>	the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 5 of this Schedule;
<b>“Benchmark Review”</b>	a review of one or more of the Goods and/or Services carried out in accordance with Paragraph 4 of this Schedule to determine whether those Goods or Services represent Good Value;
<b>Benchmarked Item</b>	a Good or Service that the Authority elects to include in a Benchmark Review under Paragraph 2.3 of this Schedule;
<b>“Comparable Item”</b>	in relation to a Benchmarked Item, a good or service that is identical or materially similar to the Benchmarked Item (including in terms of scope, specification, volume and quality of performance);
<b>“Comparison Group”</b>	in relation to a Comparable Item, a sample group of organisations providing the Comparable Item identified by the Benchmarker under Paragraph 4.8 of this Schedule which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their product and service offering so as to be (in the Benchmarker's professional opinion) fair comparators with the Supplier or which, in the professional opinion of the Benchmarker, are best practice organisations and, where there are a reasonable number of such organisations, referencing only those organisations that are carrying on at least a significant part of their business within the United Kingdom;
<b>“Equivalent Goods and Services Data”</b>	in relation to a Comparable Item, data derived from an analysis of the Comparable Item provided by the Comparison Group as adjusted in accordance with Paragraphs 4.8(a) and 4.9 of this Schedule provided that the Benchmarker shall not use any such data that relates to a period which ended more than thirty six (36) months prior to the date of the appointment of the Benchmarker;

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**“Good Value”**

in relation to a Benchmarked Item, that:

- (a) having taken into account the Performance Indicators and Target Performance Levels, the value for money of the Charges attributable to that Benchmarked Item is at least as good as the value for money of the Upper Quartile; and
- (b) any Performance Indicators and Target Performance Levels applicable to that Benchmarked Item are, having taken into account the Charges, equal to or better than the median service levels for the Comparable Item using Equivalent Goods and Services Data; and

**“Upper Quartile”**

the top 25% of instances of provision of a Comparable Item by members of the Comparison Group ranked by best value for money to the recipients of that Comparable Item.

**2 FREQUENCY, PURPOSE AND SCOPE OF BENCHMARK REVIEW**

- 2.1 The Authority may, by written notice to the Supplier, require a Benchmark Review of any or all of the provision of the Goods and Services in order to establish whether a Benchmarked Item is, and/or the Benchmarked Items as a whole are, Good Value.
- 2.2 The Authority shall not be entitled to carry out a Benchmark Review of any provision of the Goods or Services during the twelve (12) month period from the Operational Service Commencement Date for those Goods and Services, nor at intervals of less than twelve (12) months after any previous Benchmark Review relating to the same Goods and Services.
- 2.3 The Goods and Services that are to be the Benchmarked Items shall be identified by the Authority in the notice given under Paragraph 2.1 of this Schedule.

**3 APPOINTMENT OF BENCHMARKER**

- 3.1 The Authority shall appoint as the Benchmarkers to carry out the Benchmark Review either an organisation on the list of organisations set out in Annex 1 of this Schedule or such other organisation as may be agreed in writing between the Parties.
- 3.2 The Authority shall, at the written request of the Supplier, require the Benchmarkers to enter into a confidentiality agreement with the Supplier in, or substantially in, the form set out in Annex 2 of this Schedule.
- 3.3 The costs and expenses of the Benchmarkers and the Benchmark Review shall be shared equally between both Parties provided that each Party shall bear its own internal costs of the Benchmark Review. The Benchmarkers shall not be compensated on a contingency fee or incentive basis. The Authority shall be entitled to pay the Benchmarkers' costs and expenses in full and to recover the Supplier's share from the Supplier.
- 3.4 The Authority shall be entitled at any time to add or remove a Benchmarkers from Annex 1 of this Schedule by giving prior written notice to the Supplier.

**4 BENCHMARK REVIEW**

- 4.1 The Authority shall require the Benchmarkers to produce, and to send to each Party for approval, a draft plan for the Benchmark Review within ten (10) Working Days after the date of the appointment of the Benchmarkers, or such longer period as the Benchmarkers shall reasonably request in all the circumstances. The plan must include:

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- (a) a proposed timetable for the Benchmark Review;
  - (b) a description of the information that the Benchmarker requires each Party to provide;
  - (c) a description of the benchmarking methodology to be used;
  - (d) a description that clearly illustrates that the benchmarking methodology to be used is capable of fulfilling the benchmarking objectives under Paragraph 2.1 of this Schedule;
  - (e) an estimate of the resources required from each Party to underpin the delivery of the plan;
  - (f) a description of how the Benchmarker will scope and identify the Comparison Group;
  - (g) details of any entities which the Benchmarker proposes to include within the Comparison Group; and
  - (h) if in the Benchmarker's professional opinion there are no Comparable Items or the number of entities carrying out Comparable Items is insufficient to create a Comparison Group, a detailed approach for meeting the relevant benchmarking objective(s) under Paragraph 2.1 of this Schedule using a proxy for the Comparable Items and/or Comparison Group as applicable.
- 4.2 The Parties acknowledge that the selection and or use of proxies for the Comparison Group (both in terms of number and identity of entities) and Comparable Items shall be a matter for the Benchmarker's professional judgment.
- 4.3 Each Party shall give notice in writing to the Benchmarker and to the other Party within ten (10) Working Days after receiving the draft plan either approving the draft plan or suggesting reasonable amendments to that plan. Where a Party suggests amendments to the draft plan pursuant to this Paragraph 4.3, the Benchmarker shall, if it believes the amendments are reasonable, produce an amended draft plan. Paragraph 4.1 and this Paragraph 4.3 shall apply to any amended draft plan.
- 4.4 Failure by a Party to give notice under Paragraph 4.3 above shall be treated as approval of the draft plan by that Party. If the Parties fail to approve the draft plan within thirty (30) Working Days of its first being sent to them pursuant to Paragraph 4.1 of this Schedule then the Benchmarker shall prescribe the plan.
- 4.5 Once the plan is approved by both Parties or prescribed by the Benchmarker, the Benchmarker shall carry out the Benchmark Review in accordance with the plan. Each Party shall procure that all the information described in the plan, together with any additional information reasonably required by the Benchmarker is provided to the Benchmarker without undue delay. If the Supplier fails to provide any information requested from it by the Benchmarker and described in the plan, such failure shall constitute a material Default for the purposes of Clause 28.1(c) and Clause 28.2 (b) (*Rectification Plan Process*).
- 4.6 Each Party shall co-operate fully with the Benchmarker, including by providing access to records, technical documentation, premises, equipment, systems and personnel at times reasonably requested by the Benchmarker, provided that the Benchmarker shall be instructed to minimise any disruption to the provision by the Supplier of the Goods and Services.
- 4.7 Either Party may provide additional material to the Benchmarker to assist the Benchmarker in conducting the Benchmark Review.
- 4.8 Once it has received the information it requires, the Benchmarker shall:
- (a) finalise the sample of entities constituting the Comparison Group and collect data relating to Comparable Items. The final selection of the Comparison Group (both in

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terms of number and identity of entities) and of the Comparable Items shall be a matter for the Benchmarker's professional judgment;

- (b) derive the Equivalent Goods and Services Data by applying the adjustment factors listed in Paragraph 4.9 below and from an analysis of the Comparable Items;
- (c) derive the relative value for money of the charges payable for the Comparable Items using the Equivalent Goods and Services Data and from that derive the Upper Quartile;
- (d) derive the median service levels relating to the Comparable Items using the Equivalent Goods and Services Data;
- (e) compare the value for money of the Charges attributable to the Benchmarked Items (having regard in particular to the applicable Performance Indicators and Target Performance Levels) to the value for money of the Upper Quartile;
- (f) compare the Performance Indicators and Target Performance Levels attributable to the Benchmarked Items (having regard to the Charges and Service Credits) with the median service levels using the Equivalent Goods and Services Data; and
- (g) determine whether or not each Benchmarked Item is and/or the Benchmarked Items as a whole are, Good Value.

4.9 The Benchmarker shall have regard to the following matters when performing a comparative assessment of a Benchmarked Item and a Comparable Item in order to derive Equivalent Goods Services Data:

- (a) the contractual and business environment under which the Goods and Services are being provided (including the scope, scale, complexity and geographical spread of the provision by the Supplier of the Goods and Services);
- (b) any front-end investment and development costs of the Supplier;
- (c) the Supplier's risk profile including the financial, performance or liability risks associated with the provision of the Goods and Services as a whole;
- (d) the extent of the Supplier's management and contract governance responsibilities; and
- (e) any other reasonable factors demonstrated by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive (such as erroneous costing, non- sustainable behaviour including excessive consumption of energy or over-aggressive pricing).

## **5 BENCHMARK REPORT**

5.1 The Benchmarker shall be required to prepare a Benchmark Report and deliver it simultaneously to both Parties, at the time specified in the plan approved under Paragraph 4 of this Schedule, setting out its findings. The Benchmark Report shall:

- (a) include a finding as to whether or not each Benchmarked Item is and/or whether the Benchmarked Items as a whole are, Good Value;
- (b) include other findings (if any) regarding the quality and competitiveness or otherwise of those Goods and Services;
- (c) if any Benchmarked Item is not Good Value, or the Benchmarked Items as a whole are not Good Value, specify the changes that would be required to the Charges,

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Performance Indicators and/or Target Performance Levels, that would be required to make that Benchmarked Item or those Benchmarked Items as a whole Good Value; and

- (d) illustrate the method used for any normalisation of the Equivalent Goods and Services Data.
- 5.2 The Benchmarker shall act as an expert and not as an arbitrator and its decision shall be final and binding on the Supplier.
- 5.3 If the Benchmark Report states that any Benchmarked Item is not Good Value or that the Benchmarked Items as a whole are not Good Value, then the Supplier shall (subject to Paragraphs 5.6 and 5.7 of this Schedule) implement the changes set out in the Benchmark Report as soon as reasonably practicable within timescales agreed with the Authority but in any event within no more than ~~three~~ (3) months. Any associated changes to the Charges shall take effect only from the same date and shall not be retrospective.
- 5.4 If the Supplier fails to implement the changes set out in the Benchmark Report, within the timescales provided in Paragraph 5.3 of this Schedule, such failure shall constitute a material Default for the purposes of Clause 28.1(c) and Clause 28.2(b) (*Rectification Plan Process*).
- 5.5 The Supplier acknowledges and agrees that Benchmark Reviews shall not result in any increase to the Charges, disapplication of the Performance Indicators or any reduction in the Target Performance Levels.
- 5.6 The Supplier shall be entitled to reject any Benchmark Report if the Supplier reasonably considers that the Benchmarker has not followed the procedure for the related Benchmark Review as set out in this Schedule in any material respect.
- 5.7 The Supplier shall not be obliged to implement any Benchmark Report to the extent this would cause the Supplier to provide the Goods and Services at a loss (as determined, by reference to the Financial Model), or to the extent the Supplier cannot technically implement the recommended changes.
- 5.8 If a Dispute arises over whether the Benchmarker has followed the procedure for the related Benchmark Review under Paragraph 5.6 of this Schedule and/or any matter referred to in Paragraph 5.6, without prejudice to the other provisions of Schedule 8.3 (*Dispute Resolution Procedure*), the Dispute shall be referred to Expert Determination. If a Dispute between the Parties arises, the Authority shall continue to pay the Charges to the Supplier in accordance with the terms of this Agreement and the Performance Indicators and Target Performance Levels shall remain unchanged pending the conclusion of the Expert Determination.
- 5.9 On conclusion of the Expert Determination if the Expert determines that all or any part of the Benchmark Report recommendations regarding any:
- (a) reduction in the Charges shall be implemented by the Supplier, the Supplier shall immediately repay to the Authority the difference between the Charges paid by the Authority up to and including the date of the Expert's determination and the date upon which the recommended reduction in Charges should have originally taken effect pursuant to Paragraph 5.3 of this Schedule together with interest thereon at the applicable rate under the Late Payment Of Commercial Debts (Interest) Act 1998; and
  - (b) changes to the Performance Indicators and/or Target Performance Levels shall be implemented by the Supplier:
    - (i) the Supplier shall immediately implement the relevant changes;
    - (ii) the Supplier shall immediately pay an amount equal to any Service Credits which would have accrued up to and including the date of the Expert's determination if the relevant changes had taken effect on the date determined

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pursuant to Paragraph 5.3 of this Schedule together with interest thereon at the applicable rate under the Late Payment Of Commercial Debts (Interest) Act 1998; and

the relevant changes shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Agreement.

- 5.10 Any failure by the Supplier to implement the changes as set out in the Benchmark Report in accordance with the relevant timescales determined in accordance with Paragraph 5.3 of this Schedule (unless the provisions of Paragraph 5.6 and/or Paragraph 5.7 of this Schedule apply) or in accordance with Paragraph 5.9 of this Schedule shall, without prejudice to any other rights or remedies of the Authority, constitute a Supplier Termination Event.

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**ANNEX 1: APPROVED BENCHMARKERS**

Gartner UK Ltd

Information Services Group

Frost & Sullivan

Standard & Poor Global Ratings

Moody's investors Service

**ANNEX 2: CONFIDENTIALITY AGREEMENT**

**CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is made on [date]

**BETWEEN:**

- (1) [insert name] of [insert address] (the “**Supplier**”); and
- (2) [insert name] of [insert address] (the “**Benchmarker**” and together with the Supplier, the “**Parties**”).

**WHEREAS:**

- (A) [insert name of Authority] (the “**Authority**”) and the Supplier are party to a contract dated [insert date] (the “**Contract**”) for the provision by the Supplier of [insert brief description of the goods and/or services] to the Authority.
- (B) The Benchmarker is to receive Confidential Information from the Supplier for the purpose of carrying out a benchmarking review for the Authority of one or more of such goods and/or services pursuant to the terms of the Contract (the “**Permitted Purpose**”).

**IT IS AGREED as follows:**

**1 Interpretation**

1.1 In this Agreement, unless the context otherwise requires:

**“Confidential Information”**

means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Supplier to the Benchmarker pursuant to this Agreement that relates to:
  - (i) the Supplier; or
  - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;
- (b) other Information provided by the Supplier pursuant to this Agreement to the Benchmarker that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Benchmarker’s attention or into the Benchmarker’s possession in connection with the Permitted Purpose;
- (c) discussions, negotiations, and correspondence between the Supplier or any of its directors, officers, employees, consultants or professional advisers and the Benchmarker or any of its directors, officers, employees, consultants and professional advisers in connection with the Permitted Purpose and all matters arising therefrom; and

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- (d) Information derived from any of the above, but not including any Information that:
- (e) was in the possession of the Benchmarker without obligation of confidentiality prior to its disclosure by the Supplier;
- (f) the Benchmarker obtained on a non- confidential basis from a third party who is not, to the Benchmarker's knowledge or belief, bound by a confidentiality agreement with the Supplier or otherwise prohibited from disclosing the information to the Benchmarker;
- (g) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
- (h) was independently developed without access to the Confidential Information;

**“Information”** means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

**“Permitted Purpose** has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

- (a) a reference to any gender includes a reference to other genders;
- (b) the singular includes the plural and vice versa;
- (c) the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- (d) references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- (e) headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- (f) references to Clauses are to clauses of this Agreement.

**2 Confidentiality Obligations**

2.1 In consideration of the Supplier providing Confidential Information to the Benchmarker, the Benchmarker shall:

- (a) treat all Confidential Information as secret and confidential;
- (b) have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);