

SCHEDULE 2 – IMPLEMENTATION PLAN

1. **INTRODUCTION**

- 1.1 This Schedule defines the process for the preparation and implementation of the Outline Implementation Plan(s) and Detailed Implementation Plan(s).

2. **OUTLINE IMPLEMENTATION PLAN**

- 2.1 The Outline Implementation Plan is set out in Annex 1.
- 2.2 All changes to the Outline Implementation Plans shall be agreed between the Parties as a Variation in accordance with the process described in clause F9 (Variation).

3. **APPROVAL OF THE DETAILED IMPLEMENTATION PLAN**

- 3.1 The Service Provider shall submit a draft of the Detailed Implementation Plan to the Authority for Approval within 10 Working Days of the Commencement Date.

- 3.2 The Service Provider shall ensure that the draft Detailed Implementation Plan(s):

- (a) clearly outlines all the Implementation Services to be delivered by the Service Provider in the 5 months following the Commencement Date;
- (b) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
- (c) incorporates the Service Commencement Date and the Service Provider's proposed timescales and methodology for completing the Implementation Services prior to the Service Commencement Date; and
- (d) provides confidence to the Authority that the Service Provider will be ready to deliver the provision of the Operational Services on and from the Service Commencement Date.

- 3.3 Prior to the submission of the draft Detailed Implementation Plan to the Authority in accordance with Paragraph 3.1, the Authority shall have the right:

- (a) to review any documentation produced by the Service Provider in relation to the development of the Detailed Implementation Plan; and
- (b) to require the Service Provider to include any reasonable changes or provisions in the Detailed Implementation Plan.

- 3.4 Following receipt of the draft Detailed Implementation Plan from the Service Provider, the Authority shall:

- (a) review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
- (b) notify the Service Provider in writing that it Approves or rejects the draft Detailed Implementation Plan no later than 20 Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Authority.

- 3.5 If the Authority rejects the draft Detailed Implementation Plan, the Service Provider shall revise the draft Detailed Implementation Plan and re-submit a revised draft Detailed Implementation Plan to the Authority for the Authority's Approval within 10 Working Days of the date of the Authority's notice of rejection.

- 3.6 If the Authority rejects the re-submitted draft Detailed Implementation Plan, the Service Provider's implementation team shall meet with the Authority's implementation team within 10 Working Days of the rejection for the purposes of agreeing the draft Detailed Implementation Plan.

- 3.7 If the draft Detailed Implementation Plan is not agreed within 5 Working Days of the meeting pursuant to paragraph 3.6, the matter shall be referred to the nominated representative of the Service Provider

and the National Contract Manager (NCM) on behalf of the Authority (or, if not available, their appointed deputies), who shall act reasonably and in good faith to agree the draft Detailed Implementation Plan as soon as reasonably practicable and in any event within 10 Working Days.

- 3.8 If the persons appointed under paragraph 3.7 are unable to agree the draft Detailed Implementation Plan within 5 Working Days of the date of the referral to them, the matter shall be referred to Chief Executive Officer of the Service Provider and Head of Contracted Services on behalf of the Authority (or, if not available, their appointed deputies), who shall act reasonably and in good faith to agree the draft Detailed Implementation Plan as soon as reasonably practicable and in any event within 10 Working Days.
- 3.9 In the event that the persons appointed under paragraph 3.8 are unable to agree the draft Detailed Implementation Plan within 5 Working Days of the date of the referral to them, the matter shall be resolved in accordance with clause I1 of the Contract.
- 3.10 Once Approved by the Authority or agreed or determined in accordance with paragraphs 3.6 to 3.9 above, the draft Detailed Implementation Plan shall replace the Outline Implementation Plan from the date of the Authority's notice of Approval or the date on which the draft Detailed Implementation Plan is agreed or determined.

4. TERMINATION RIGHTS

- 4.1 The Authority shall be entitled to terminate this Contract under Clause H4 (Other Termination Grounds) if:
- 4.1.1 the draft Detailed Implementation Plan is not Approved by the Authority or otherwise agreed or determined 12 calendar weeks prior to the Service Commencement Date; or
- 4.1.2 in the Authority's reasonable opinion, the draft Detailed Implementation Plan is not likely to be Approved by the Authority or otherwise agreed or determined in sufficient time to enable the Service Provider to be ready to commence delivery of the Operational Services on the Service Commencement Date.

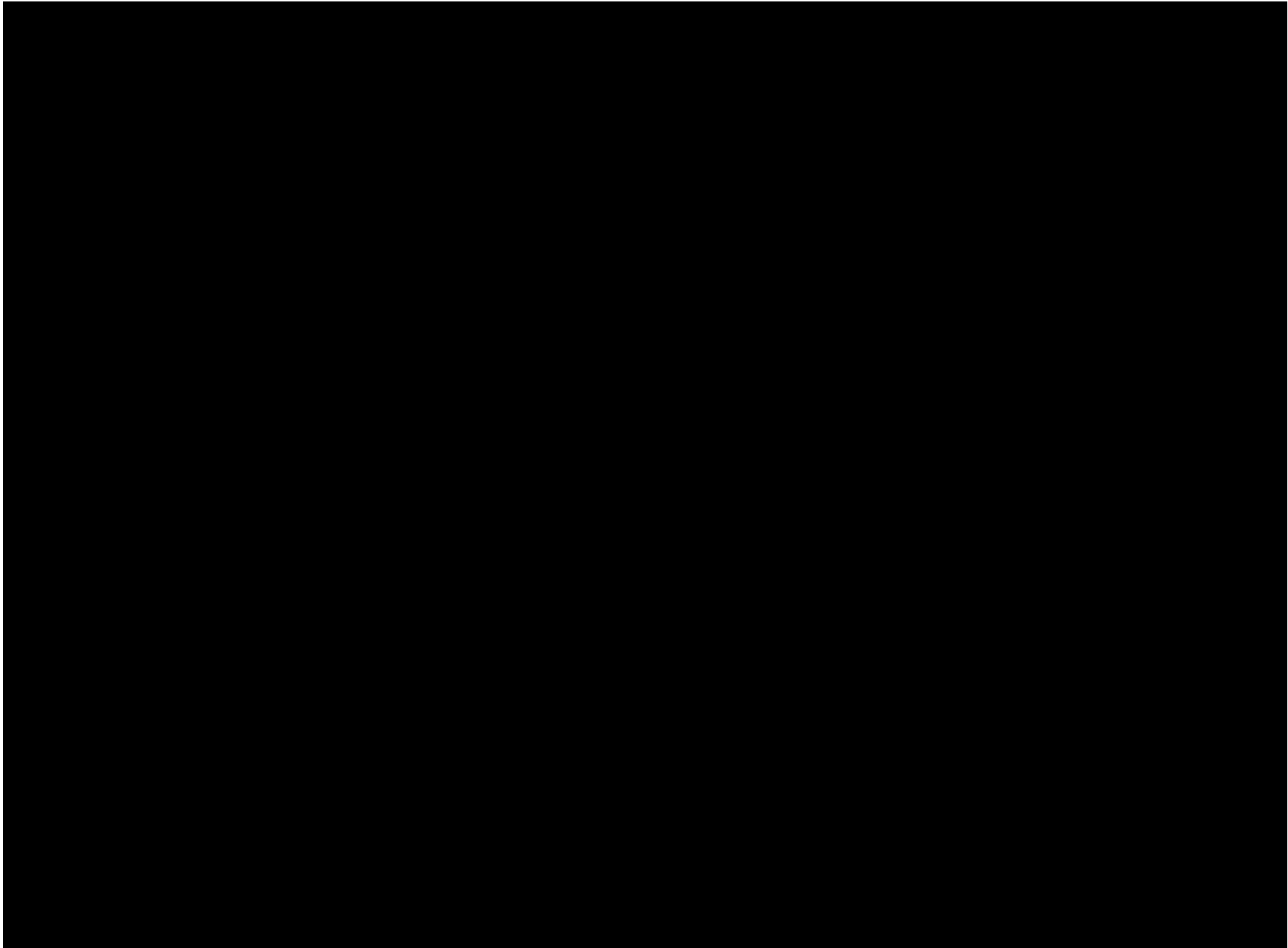
5. OPTIONAL SERVICES IMPLEMENTATION PLAN

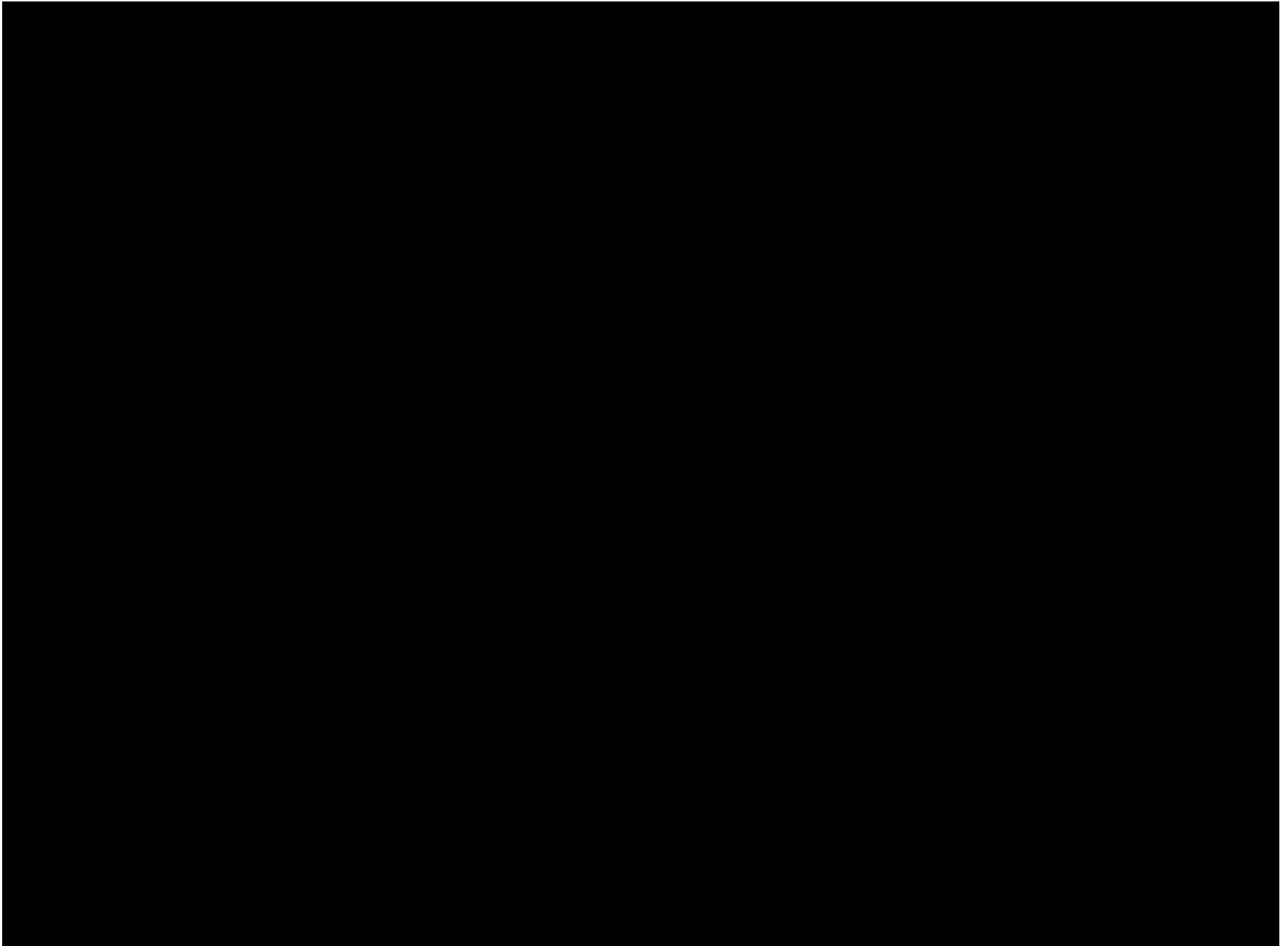
- 5.1 This paragraph only applies to the Service Provider if it is a Secondary Service Provider.
- 5.2 The Optional Services Implementation Plan is set out in Annex 2. Unless otherwise agreed by the Authority, the plan will:
- 5.2.1 clearly outline the mobilisation activities to be carried out by the Service Provider following the commencement of any Optional Services Period and the Service Provider's proposed timescales;
- 5.2.2 clearly outlines the required roles and responsibilities of both Parties, including staffing requirements; and
- 5.2.3 provide confidence to the Authority that the Service Provider will be able to provide the Optional Services during the Optional Services Period.
- 5.3 If required by the Authority, the Service Provider will review the Optional Services Implementation Plan following the Commencement Date and submit to the Authority for Approval a more detailed version of the Optional Services Implementation Plan. Once Approved by the Authority, the updated plan will be the Optional Services Implementation Plan for the purposes of this Contract.
- 5.4 In the event that the Authority requires Optional Services pursuant to clause B13, the Service Provider shall implement the Optional Services in accordance with the Optional Services Implementation Plan, together with any amendments that may be reasonably required taking into account the Authority's timescales and requirements for Optional Services as agreed in accordance with clause F9 (Variation).

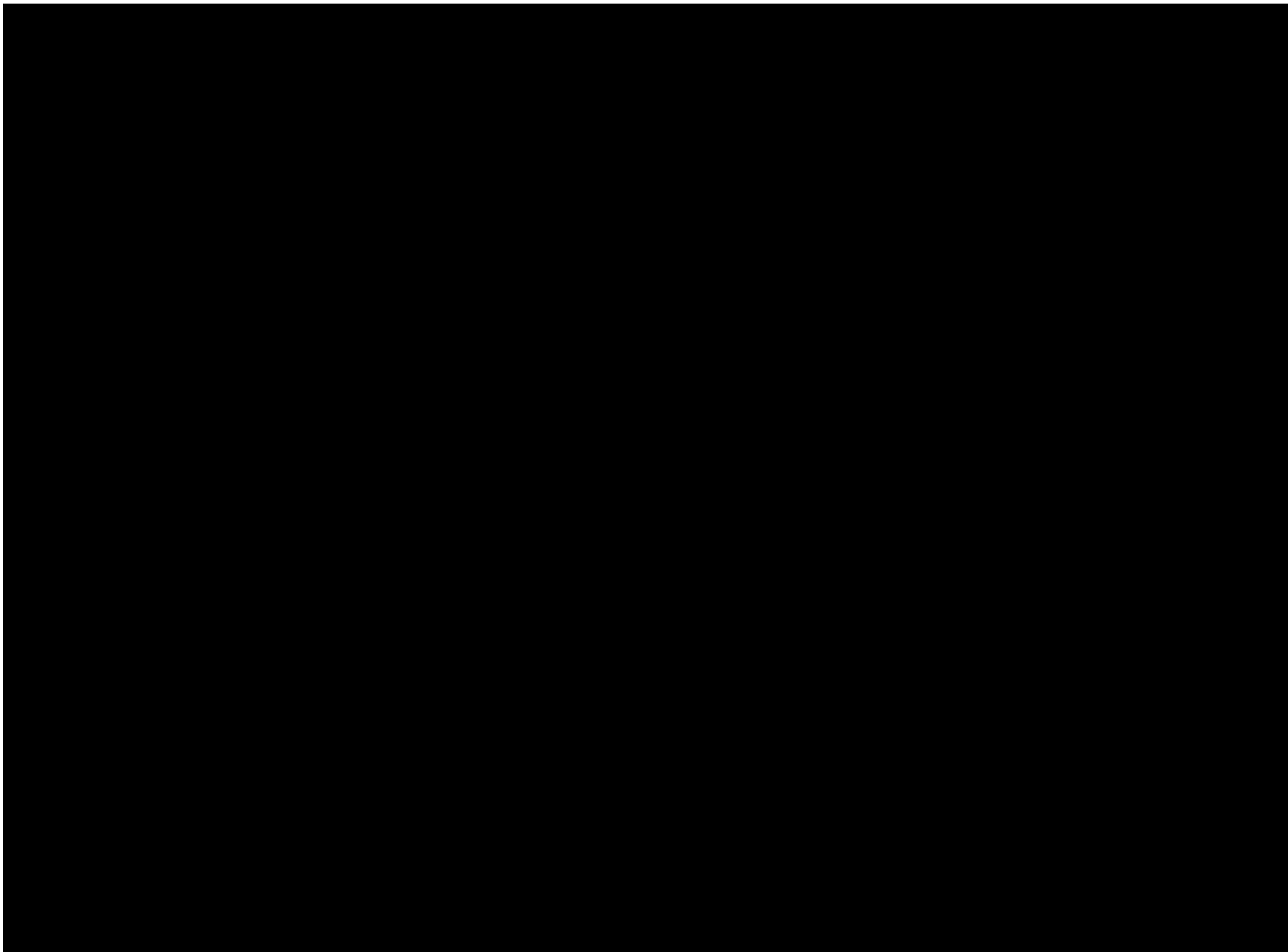
ANNEX 1
OUTLINE IMPLEMENTATION PLAN

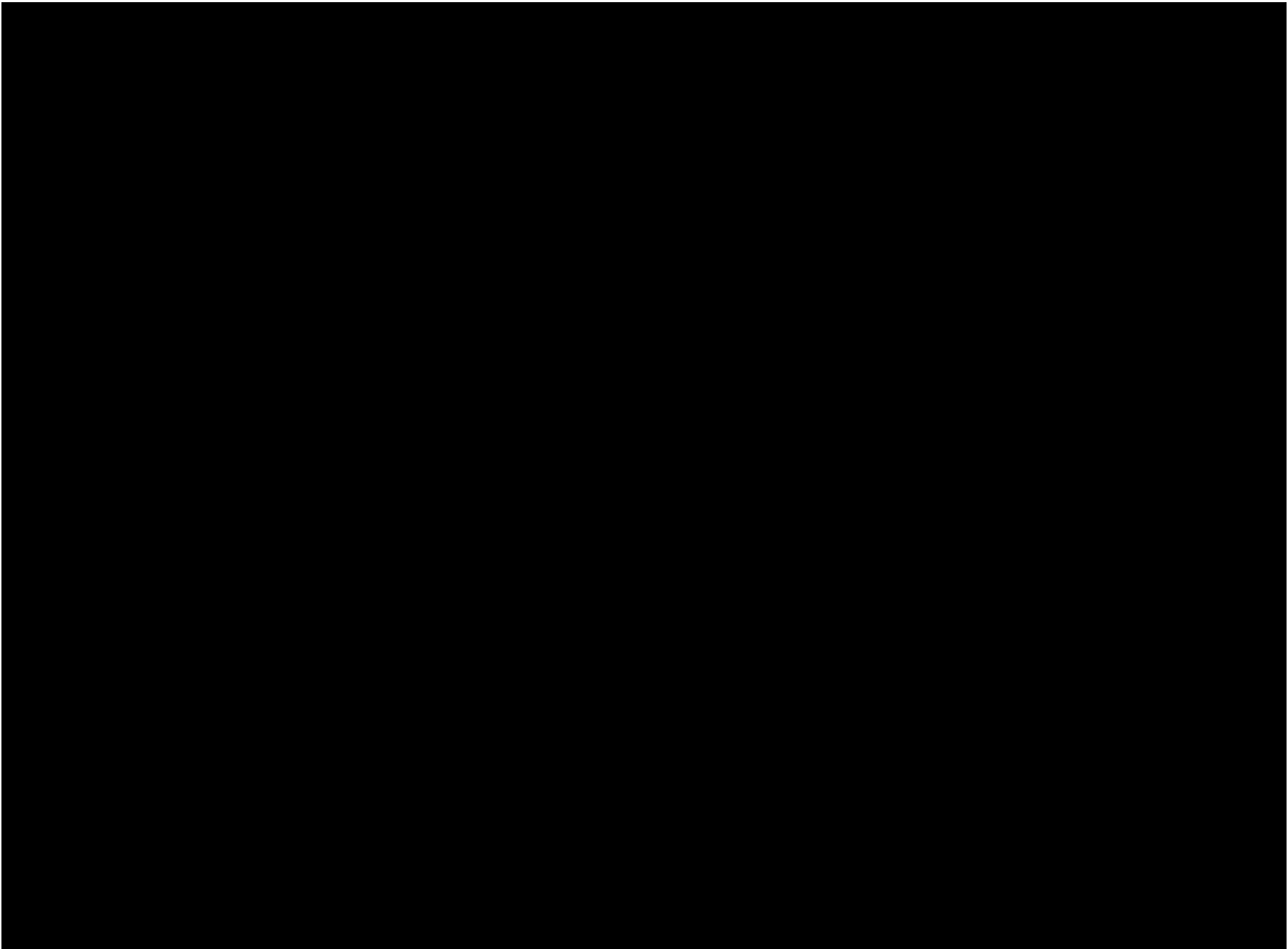
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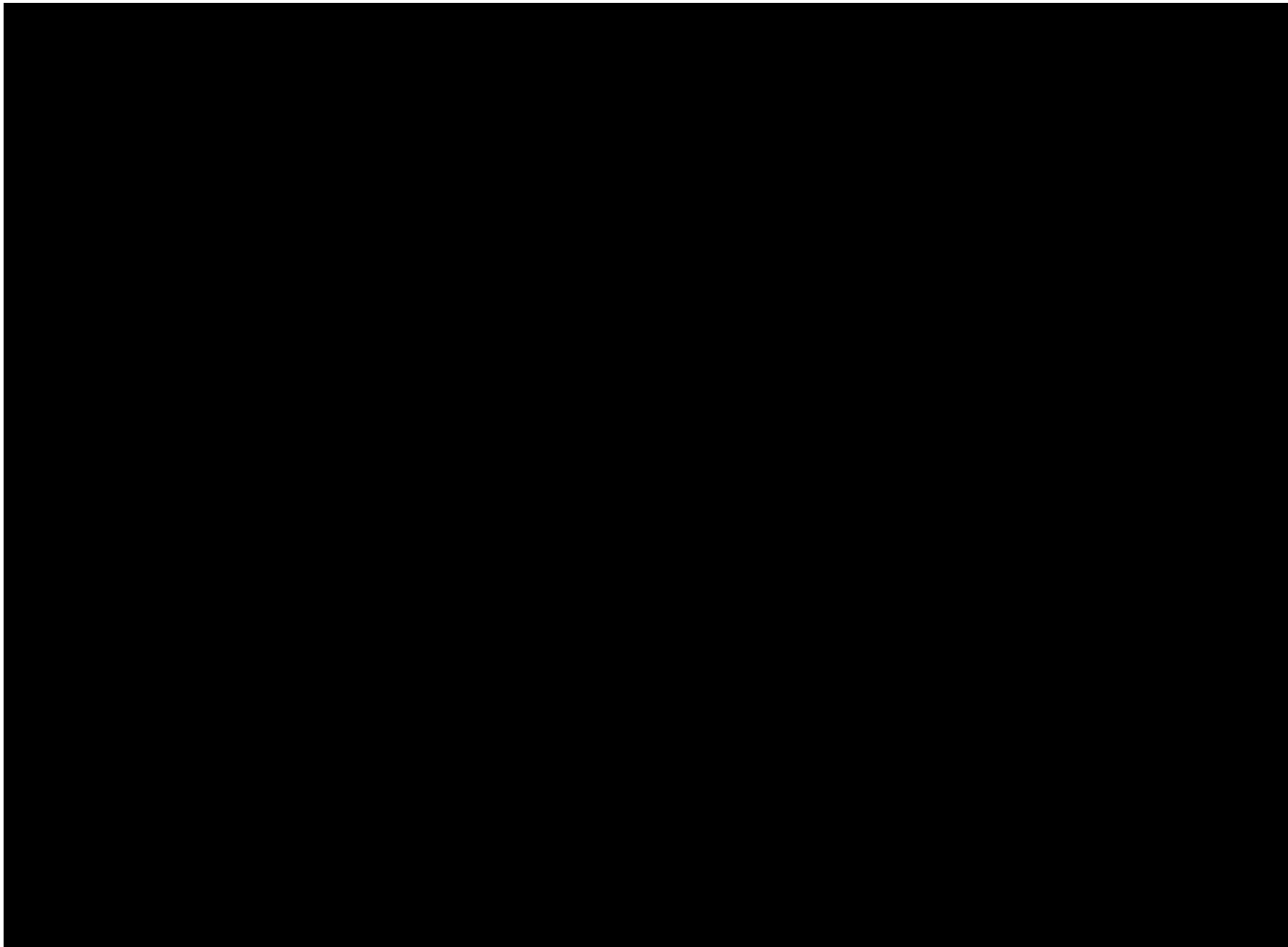
ANNEX 2
OPTIONAL SERVICES IMPLEMENTATION PLAN











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