# PICTS Contract

# Schedule 21

# Testing and Acceptance

**Document Info**

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**Revision History**

| Version | Date | Details of Changes | Author |
|---|---|---|---|
| 0.1 | 15 Nov 16 | First Draft based on original OMNI contract schedule | Sopra Steria |
| 0.2 | 15 Nov 16 | Authority (JB) review and comments | Authority |
| 0.3 | 16 Nov 16 | Acceptance of changes and responses/updates to comments | Sopra Steria |
| 0.4 | 17 Nov 16 | From Commercial workshop | Sopra Steria |
| 0.5 | 22 Nov 16 | Updating typos etc. | Sharpe Pritchard |
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| 1.0 | 14/12/16 | Final version for completion | Sharpe Pritchard |

## 1. Introduction

1.1 This Schedule covers the principles of testing and acceptance, and makes specific reference to User Acceptance Testing and the Acceptance Requirements that will apply to the Services unless the Parties otherwise agree.

1.2 For the avoidance of doubt, the Services, Platform and Infrastructure to be delivered by the PROVIDER in place at the Commencement Date have already been tested and fully Accepted by the AUTHORITY under the Previous Contract. The contents of this Schedule 21 therefore only apply to new or revised Services and projects (including those projects detailed in Schedule 16 (Technology Refresh)) or introduced through the Change Control Procedures or as otherwise agreed by the Parties.

The Schedule covers the following:

(A) General principles;

(B) Fault classification;

(C) Test Strategy and standards;

(D) Test Plans;

(E) Visibility of PROVIDER testing;

(F) User Acceptance Testing;

(G) Trialling; and

(H) Acceptance into Service.

## 2. General Principles

2.1 The following services will be subject to formal testing and acceptance to the extent that the Parties agree that such testing and acceptance is appropriate and proportionate to those services:

(A) **In-Scope activities**

(1) A new or revised service (including new projects) introduced under the Change Control Procedures

(2) Technology Refresh projects and activities as detailed within Schedule 16 (Technology Refresh)

(3) Applications developed under this Agreement as Application development projects

(4) Moves and changes to Infrastructure delivered as Changes

(5) Any project initiated as part of this Agreement except where the AUTHORITY and the PROVIDER agree that formal testing should not be applied

(6) Training developed and delivered as part of any of (1) to (5) above

(7) Any other activity for which Acceptance is reasonably required.

(B) **Out-of-scope activities**

The following will not be subject to formal Acceptance Requirements, but will be delivered by the PROVIDER according to the Performance Measures defined in Schedule 6 (Performance Management):

(1) Provision of Product and Services Catalogue items except where those specify testing to be carried out.

(2) Training delivered in support of normal business operations.

(3) Support services carried out in support of normal business operations.

(4) Administration activities related to provision of the Services.

(C) **Consequences of meeting Acceptance Requirements**

(1) Where Acceptance Requirements relating to a new or revised service have been satisfied, the PROVIDER and the AUTHORITY will agree in writing the date from which that service shall be provided (the "New Service Commencement Date."). Any adjustment to the Charges in relation to the new or revised service and any Service Level(s) agreed in relation to the new or revised Service shall apply from the New Service Commencement Date and shall be agreed through the Change Control Procedures.

(2) Where the AUTHORITY requires a new or revised service to be implemented in stages, the Parties shall agree in writing a schedule of dates on which the new or revised service is to be made available.

(3) Any new Charge or adjustment to the Charges in relation to a new or revised business process and any supporting ICT solution shall only apply on successful completion of the agreed Acceptance Requirements including any trial agreed by the Parties before the solution was implemented, as described in Paragraph 8 of this Schedule 21.

(4) Once accepted the AUTHORITY shall have no right to reject a new or revised service or business process. The fact that Acceptance Requirements have been met does not affect in any way the other rights and obligations of the AUTHORITY under this Agreement in relation to the subsequent performance or use of the new or revised service or business process.

(D) **Consequences of not meeting Acceptance Requirements**

(1) Where Acceptance Requirements are not met wholly due to Faults on the part of the PROVIDER, all costs of remedy and retest shall be met by the PROVIDER without prejudice to any other rights or remedies under this Agreement or the general law.

(2) Where Acceptance Requirements are not met due to slippage in a Test Plan caused by lack of PROVIDER resources, the AUTHORITY may provide its own resources and pass the costs of so doing back to the PROVIDER.

(3) Where Acceptance Requirements are not met, the AUTHORITY may, at its sole discretion, allow the new service to be implemented under a conditional acceptance in accordance with the following Paragraphs 2.1(D)(3)(a) to 2.1(D)(3)(f) of this Schedule 21 (**"Conditional Acceptance"**):

(a) a Risk Assessment being completed and avoidance measures or Mitigation plans being agreed to meet the identified Risks;

(b) the PROVIDER and the AUTHORITY agreeing a plan to remedy a specified list of Faults in a defined time frame;

(c) the new service shall be provided without charge to the AUTHORITY except in circumstances where the AUTHORITY decides otherwise, or until the new service receives unconditional acceptance;

(d) the PROVIDER shall meet minimum performance and availability levels to be agreed as part of the conditional acceptance but shall not be subject to any payments under the Service Credit Mechanism described in Schedule 6 (Performance Management);

(e) the PROVIDER shall agree with the AUTHORITY any planned withdrawal of the new service for the purposes of improvement to the service. The PROVIDER shall implement these changes for improvement outside of Core Hours unless otherwise agreed; and

(f) the PROVIDER shall not withdraw new service except where it can be shown to be presenting a Risk to the business of the AUTHORITY. The consent of the AUTHORITY must be sought in the case of withdrawing the new service.

Any decision by the AUTHORITY to allow Conditional Acceptance does not constitute acceptance nor does it remove the obligation on the PROVIDER to provide a new service that meets Acceptance Requirements.

2.2 The AUTHORITY will issue an Acceptance Certificate in the form in Appendix 1 to this Schedule 21 to the PROVIDER when a Deliverable satisfies the Acceptance Criteria for the test relating to that Deliverable.

2.3 Where the PROVIDER is required to submit a Deliverable to the AUTHORITY for approval, the AUTHORITY shall review and approve or respond with comments on the Deliverable within five (5) Working Days, or other such time as is agreed in writing between the Parties (for clarity, such agreement may be by email), of its submission by the PROVIDER.

2.4 Should the AUTHORITY not accept a Deliverable, the AUTHORITY shall notify the PROVIDER in writing of the reason(s) for its rejection and the AUTHORITY and the PROVIDER shall immediately commence discussions to resolve the AUTHORITY's issue(s) with the Deliverable and shall use their reasonable endeavours to agree a revised Deliverable within five (5) Working Days or other such time as is agreed in writing between the Parties (for clarity, such agreement may be by email), of receipt of the AUTHORITY's comments.

2.5 In the event that the AUTHORITY does not notify the PROVIDER of any comments concerning a Deliverable within five (5) Working Days, or other such time as is agreed in writing between the Parties, of its submission by the PROVIDER, the PROVIDER shall

escalate the matter for resolution in accordance with Clause 40 (Dispute Escalation) of the Agreement.

2.6 At any time during discussions to resolve the AUTHORITY's issue(s) with a rejected Deliverable, should either Party reasonably believe that the Parties will not achieve a resolution, then either Party may escalate the matter for resolution in accordance with Clause 40 (Dispute Escalation) of the Agreement.

## 3. Fault and Issue Classification

3.1 The purpose of testing shall be to certify that a service is capable of being delivered according to the agreed specification for that service, and the agreed requirements should such exist.

3.2 Where a test is carried out that produces an outcome at variance to the outcome anticipated, a Fault may be raised. The PROVIDER or AUTHORITY may also determine that such an outcome was an artefact of the test or the data and request that the test be repeated under defined conditions.

3.3 Faults shall be classified by impact according to the following scale:

| **Category of Issue of Fault** | **Description** |
|---|---|
| Category 1 | A substantial Fault that would, if not corrected, prevent the AUTHORITY performing its usual business operations and for which there is no work-around available. Such a Fault or issue must be addressed and resolved prior to implementation of the service. |
| Category 2 | A substantial Fault, as in Category 1, but for which a workaround is available that would allow the AUTHORITY to use the service, though not necessarily at the required minimum availability or performance level. Such a Fault or issue may be rectified in a subsequent Release and the AUTHORITY may at its sole discretion allow Conditional Acceptance. |
| Category 3 | Any Fault that if remedied would improve the functionality, performance or availability of the service but does not cause it to fall below the required minimum availability or performance level. Such a Fault could be rectified in a subsequent Release and the AUTHORITY may at its sole discretion allow Conditional Acceptance. |
| Category 4 | A cosmetic or minor Fault that does not impact on system functionality and does not need to be remedied prior to completion of testing or implementation. |

To the extent that the Parties do not agree which category a Fault is to be classified as, the Fault shall be classified by the AUTHORITY in its absolute discretion.

## 4. **Test Strategy**

4.1 The PROVIDER shall, where appropriate, submit to the AUTHORITY a Test Strategy for each new programme, major new project or changed, enhanced or new service. The strategy shall be conformant to this Schedule 21, shall reflect the individual business and technical objectives of the new development or new service and shall be consistent with the following strategic principles:

(A) the Test Strategy shall detail how all new Software, Hardware devices or changes to the Platform, Infrastructure or Services will be tested against the AUTHORITY's required specifications and standards and how the integrity of the Platform is to be protected;

(B) the Test Strategy shall detail the overarching process for ensuring that every change is properly tested to minimise Risk; and

(C) the PROVIDER shall own and communicate the Test Strategy and shall ensure that appropriate training and guidance is provided to PROVIDER Staff and made available to AUTHORITY staff involved in testing.

The PROVIDER shall make available test facilities to undertake the final stages of testing, including where appropriate and, if it is required, under the Change Control Procedures a Model Office.

The PROVIDER's Test Strategy shall require:

(1) that all new items shall be tested including, without limitation, Workstations, printers, Servers, Software Upgrades, Service Packs, patches and new Applications;

(2) a statement of the main features of each new item that shall be tested;

(3) that a full test cycle will include the following testing activities as appropriate, without limitation, for all new items and Components:

(a) Code Based Testing – testing based on objectives derived from the code implementation. For example, tests that execute specific paths through the code or which use specific data items;

(b) Unit/Component Testing – testing of an individual unit/Component for which there is a specification available;

(c) Integration Testing – testing where the interfaces between system units/Components are joined. For example, bringing together a front end Application with a database;

(d) System Testing – the process of testing an integrated system to verify that it meets specified requirements. This includes functional testing. For example, black-box testing, facility testing and feature testing using test cases selected based on an analysis of the specification of the system. System testing also includes non-functional tests, including, without limitation: load testing, performance testing and usability testing;

(e) Acceptance Testing – formal testing conducted to enable a User, customer, or other authorized entity to determine whether to accept the system:

(f) Regression Testing – retesting of a previously tested program following modification to ensure that Faults have not been introduced as a result of the changes made;

(g) Capacity and Scalability Testing – conducted by the PROVIDER to evaluate the compliance of a system or Component with specified capacity and scalability requirement. For example that an Application, database or piece of Hardware can cater for an expected maximum number of concurrent Users and for expected growth within a system;

(h) Performance Testing – conducted by the PROVIDER to evaluate the compliance of a system or Component with a specified performance requirement. For example an Application moved from one screen to another within a certain time period;

(i) Security Testing – testing to ensure that a system or Component meets its specified Security objectives, including without limitation, password policy, penetration testing to ensure that the system cannot be compromised by incorrect settings or inherent Software or Hardware issues; and

(j) Supportability Testing - testing to evaluate the support requirements of a system, Component or service.

## 5. **Test Plans**

5.1 The PROVIDER shall prepare a Test Plan (which shall include a test schedule) for each new or revised service, programme, development or project setting out:

(A) the purpose of each test to be carried out within the scope of the Test Plan;

(B) a description of each proposed test;

(C) in the case of an ICT solution required to support a new or revised business process, a description of how the compliance with applicable standards and policies, Security, functionality, capacity performance and resilience of the ICT solution will be tested, and how the integration of the solution with the existing Infrastructure will be tested;

(D) the duration of the testing period and the resources required to fulfil the proposed test within the period defined;

(E) the responsibilities of the PROVIDER and the AUTHORITY in relation to the preparation for and conduct of, each test including the maintenance of records of the outcome of each test and the format for production of a test report;

(F) the responsibilities of the AUTHORITY and the PROVIDER in relation to the preparation for and conduct of User Acceptance Testing, including any trialling activities as described in Paragraph 8 of this Schedule 21;

(G) the expected results and outcomes from each test and an explanation of any pass or fail conditions;

(H) all documents, data, tools and any materials required to conduct the proposed tests including any such document, data, tools or other material to be prepared in accordance with the PROVIDER's test procedures and the AUTHORITY's User Acceptance Test; and

(I) any other event, action or condition on which a User Acceptance Test is dependent.

(J) not used

5.2 The PROVIDER shall consult with the AUTHORITY in preparing the Acceptance Procedures and Test Plan, such consultation to include without limitation the acceptability to the AUTHORITY of the proposed scope, duration and timing of the Test Plans and the AUTHORITY's responsibilities in preparing for and performing the tests.

5.3 The PROVIDER shall provide an outline Test Plan for agreement by the AUTHORITY as part of the investment case or costed proposal for new or revised services.

5.4 The AUTHORITY shall respond within five (5) Working Days of receipt of a Test Plan being provided. This response should agree to the Test Plan or clearly set out in writing the AUTHORITY's objections and comments. The PROVIDER shall within five (5) Working Days revise the Test Plan to take account of any objections and provide the revised Test Plan to the AUTHORITY for its agreement. The AUTHORITY shall respond within three (3) Working Days of receipt of the revised Test Plan either agreeing to the revised Test Plan or clearly setting out in writing its objections in which case the matter will be referred to the relevant Board as set out in Schedule 9 (Governance).

5.5 Each Party shall provide to the other all reasonably necessary assistance and information in connection with the preparation of the Test Plan and the conduct of the agreed tests in accordance with the schedule set out therein.

## 6. **Visibility of PROVIDER Testing**

6.1 The AUTHORITY has the right to be present during the execution of tests by the PROVIDER and shall give reasonable notice of its intention on a case-by-case basis. The purpose of this is to assure the AUTHORITY of the quality and accuracy of tests being carried out. Tests that the AUTHORITY may wish to have visibility of include, but are not limited to:

(A) Functional Testing;

(B) Security Testing;

(C) Resilience Testing;

(D) Disaster Recovery Testing;

(E) Performance Testing; and

(F) Capacity Testing.

6.2 The AUTHORITY and the PROVIDER shall, at the discretion of the AUTHORITY, freely exchange and share Test Plans, material, data, test results, output and conclusions at all stages of a test, including, where requested, raw test results in a form that can be

manipulated in an Office Automation Application. The AUTHORITY may consult the PROVIDER on the interpretation of test results prior to drawing any conclusions as to their effectiveness. Where the AUTHORITY is present during the execution of tests, the PROVIDER will grant reasonable access to raw test results without interpretation. The PROVIDER shall provide to the AUTHORITY on its written request (which for the avoidance of doubt shall include e-mail) an electronic copy of any test results in a form that can be manipulated in an Office Automation Application.

6.3 The AUTHORITY reserves the right to prevent any new or revised service from passing from one stage of testing to the next if that service does not pass the agreed entry criteria for that next stage ("Interim Test Failure"). If the AUTHORITY notifies the PROVIDER of Interim Test Failure but however chooses to authorise further testing, it may require the PROVIDER to remedy any and all Faults identified at the cost of the PROVIDER and this shall be without prejudice to any other rights or remedies of the AUTHORITY.

## 7. User Acceptance Testing

7.1 Where User Acceptance Testing has been agreed to be required, the PROVIDER may not commence provision of a new or revised service until the said service has successfully undergone User Acceptance Testing by completion of all tests without exceeding the agreed number and severity of Faults. The only exception to this shall be Conditional Acceptance as defined in Paragraph 2.1(D) of this Schedule 21.

7.2 Unless specifically agreed in the Test Plans or at handover to User Acceptance Testing, the AUTHORITY will not authorise commencement of User Acceptance Testing until all previous test stages have completed with a number of categorised Faults not exceeding the levels agreed in the respective Test Plans.

7.3 For the purposes of illustration, unless otherwise agreed, the intended maximum number of permitted identified Faults prior to commencement of User Acceptance Testing shall be, in the view of the AUTHORITY:

(A) Zero (0) Category 1 Faults;

(B) a number of Category 2 Faults per function or process to be agreed on a case by case basis;

(C) a number of Category 3 Faults per function or process to be agreed on a case by case basis; or

(D) a number of Category 4 Faults or issues to be agreed on a case by case basis.

7.4 The purpose of User Acceptance Testing shall be to assure that the new or revised service developed by the PROVIDER meets the AUTHORITY's requirements (or, in the absence of such requirements, the PROVIDER's specification) identified prior to commencement of development of the new or revised service, or as amended through the Change Control Procedures during the course of development and testing.

7.5 The AUTHORITY shall be responsible for developing User Acceptance Test plans and these shall be made available to the PROVIDER within the time set out in the Test Plan.

7.6 The AUTHORITY shall be responsible for developing test scripts for UAT and for assessing the success or failure of their execution. The AUTHORITY shall execute the User Acceptance Test scripts, though may devolve that responsibility to the PROVIDER. In such circumstances any additional costs shall be agreed in accordance with the Change Control

Procedures. In these cases the results of the execution of the User Acceptance Test scripts shall be formally reported to the AUTHORITY.

7.7 Not used.

7.8 The AUTHORITY shall publish to the PROVIDER the results of its execution of the User Acceptance Test Scripts and state whether any User Acceptance Test has been successful.

7.9 Unless agreed separately in the User Acceptance Test plan for the new or revised service in question, that service shall only be deemed Accepted in the following circumstances:

(A) Zero (0) Category 1 Faults;

(B) a number of Category 2 Faults to be agreed on a case by case basis;

(C) a number of Category 3 Faults to be agreed on a case by case basis; or

(D) a number of Category 4 Faults to be agreed on a case by case basis.

## 8. **Trialling**

8.1 The AUTHORITY reserves the right to include trialling as a means of wider acceptance and to require the PROVIDER to incorporate this into the Test Plans prior to the commencement of User Acceptance Testing. The purpose of trialling is to evaluate the compliance of a new or revised service with the agreed Acceptance Requirements when subjected to conditions that more nearly resemble the live environment than those possible to achieve in the conditions under which other testing takes place. This may include a combination of Applications, Infrastructure, Personnel, the AUTHORITY's Data, and third parties.

8.2 This Paragraph defines the classes of trial that the AUTHORITY may deem appropriate as part of the wider acceptance of a new or revised service. It includes but is not limited to:

(A) Model Office – a test environment containing Applications and Infrastructure as intended for use in services. It incorporates a representative set of Users conducting business processes with the service being tested, using artificial data with the characteristics of live data, including representative errors. Interfaces to third parties are typically simulated;

(B) Pilots – may be operated over a relatively long period of time to test business processes of longer duration, for example month end processes. The pilot may include interfaces to other services or to third parties for testing input or output mechanisms, and may involve larger groups of Users; and

(C) Roll-out – in some cases it may not be possible to gauge completely the operational quality and implications of a service without Deploying it into the live environment. The first Installation should therefore be under controlled conditions, with specific tests to be conducted on, or immediately after, the first operational implementation of the service. In these cases a clear regression path must be established and be available for invocation in the event of any interruption to the AUTHORITY's operations. If required and under the Change Control Procedures a help line will be made available to Authority ICT support staff.

## 9. **Post-Implementation Trialling**

9.1 Subsequent to implementation and Deployment of a new or revised service, it may be subject to a post-implementation trial. This may include “mystery shopping” whereby an orchestrated set of individuals act as external receivers of the Services in order to gauge the quality and success of the overall Services including trained staff, process and systems.

9.2 The purpose of post-implementation trialling shall be to assure quality of the Services.

## 10. **Not Used**

## 11. **Not Used**

## 12. **Joining Up NOMS**

12.1 The PROVIDER shall work reasonably with the AUTHORITY to establish a framework of joint governance with the ICT Third Party Suppliers that will support the free exchange of information between all parties and will enable joint operation of testing facilities and mutual cooperation in fulfilling Test Plans wherever inter-infrastructure communication is a Deliverable.

12.2 Where reasonable and applicable to the Services being delivered, the PROVIDER shall implement and manage effective communications channels with such ICT Third Party Suppliers and shall hold regular review meetings throughout the testing and acceptance phases of any joint project or any project that involves inter-infrastructure communication or access to an Application hosted on any AUTHORITY infrastructure.

12.3 The PROVIDER shall agree with the AUTHORITY as early as possible the Test Plans, test environments, test data and Acceptance Requirements of any new or revised services, to ensure that the specific requirements of all parties are highlighted and considered.

12.4 The PROVIDER shall apply the standards and processes set out in the SCoP.

## 13. **The Wider Criminal Justice Service**

13.1 The PROVIDER shall respond to all reasonable requests by the AUTHORITY to engage with the ICT Third Party Suppliers of the AUTHORITY’s organisations and partners in the Criminal Justice System and to contribute to the resolution and testing and acceptance of requirements, problems and issues relating to the AUTHORITY’s requirements for communication, interchange of data and information with its partners and access to Applications hosted on other infrastructures.

**Appendix 1**

## Form of Acceptance Certificate

| | |
|---|---|
| **To:** | **Sopra Steria Limited** |
| From: | Secretary of State for Justice |
| Date: | |

## ACCEPTANCE CERTIFICATE

| | |
|---|---|
| **Contract Reference:** | **PICTS Agreement for the National Offender Management Service** |
| Deliverable: | |
| Deliverable Reference: | |

Dear Sirs,

[With reference to the above referenced contract and Deliverable, we confirm that the Deliverable(s) listed above have been [satisfactorily reviewed / tested successfully] in accordance with the criteria relevant to those Deliverables.]*

OR

[This Acceptance Certificate is issued pursuant to the condition that any issues identified in the correction plan attached to this certificate are remedied in accordance with such agreed plan.]*

*delete as appropriate

Yours faithfully,

[Name]
[Position]
Acting on behalf of the Secretary of State for Justice