Call-Off Schedule 13A (Health Implementation Plan and Testing)

Part A - Implementation

1. definitions
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

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| "Delay" | means   1. a delay in the Achievement of a Milestone by its Milestone Date; or 2. a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; |
| "Deliverable Item" | 1. means an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan; |
| “Handover Date” | 1. means the date on which the Incumbent Provider hands over services and/or activities back to the Buyer or another Supplier named by the Buyer; |
| “Implementation Plan” | 1. means the set of planning tools (ranging from a traditional Gannt chart through to Agile tools such as Roadmaps, EPIC boards, etc) which may be employed to plan implementation, and includes the Transition Plan; |
| "Key Milestone Date" | 1. means a Milestone Date which, if not met, may result in liabilities or Delay Payments; |
| "Milestone Payment" | 1. means a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone; |
| “Mobilisation Date” | 1. means the date on which individual Supplier workers are required to start Buyer related work as identified in an appropriate mobilisation plan; |
| “Transition Period" | 1. has the meaning given to it in Paragraph 8.2; |
| “Transition Plan” | 1. means the plan used to transfer activities and/or Services from the Supplier to the Buyer or from the Supplier to another supplier nominated by the Buyer. |

1. The Implementation Plan within the Context of Agile
   1. Agile development allows for greater refinement and iteration during development and therefore implementation may involve a diverse set of tools, including but not limited to:

* Roadmaps (of different shapes and sizes);
* EPIC Boards;
* VMOST Mission Boards; and
* a wide variety of more granular visual techniques such as Sprint Boards, Kanban Card Walls, etc.
  1. In addition to, or as an alternative to, the traditional Gantt chart type plan, the Buyer may request one or more of the Agile mechanisms described at paragraph 2.1 as part of an Implementation Plan. Annex 3 of this Part A provides a list of the planning tools which may be requested by the Buyer.
  2. The provisions of this Schedule shall apply regardless of any planning or implementation tools requested by the Buyer.

1. Agreeing and following the Implementation Plan
   1. A draft of the Implementation Plan for the Call-Off Contract is set out at Annex 1 to this Schedule. The Supplier shall provide a further draft Implementation Plan [**Insert** number of days] days after the Call-Off Contract Start Date.
   2. Each Statement of Work may include an Implementation Plan and Milestones specific to that Statement of Work. This shall form a subset of the Call-Off Contract Implementation Plan at a more detailed level of granularity and shall be as set out in the relevant Statement of Work.
   3. This Schedule shall apply, where relevant, to any Implementation Plan regardless of whether at Call-Off Contract level or Statement of Work level.
   4. The draft Implementation Plan:
      1. must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
      2. shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
   5. Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
   6. The Supplier shall aim to provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan with the aim of ensuring that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
   7. The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
   8. The Buyer shall identify any Key Milestone Dates which, if missed, will result in liabilities or Delay Payments being incurred. The Key Milestone Dates are as laid out in Annex 2.
   9. The Supplier shall ensure that the critical path leading to any such Key Milestone Dates is clearly identified. In the event that planned Milestone Dates which lie on such a critical path are missed the Supplier shall take appropriate action to rectify and/or recover progress (which may include completion of a Rectification Plan).
2. Reviewing and changing the Implementation Plan
   1. Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer’s instructions and ensure that it is updated on a regular basis.
   2. The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
   3. If operating under the Fixed Price model, changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
   4. Under the Incremental Fixed Price model, it is anticipated that Milestones and Milestone Payments will be refined up to the point of being fixed. Once fixed, changes to Milestones and Milestone Payments shall only be made in accordance with the Variation Procedure.
   5. Under both the Incremental Fixed Price and Capped Time and Materials models, changes to Key Milestone Dates shall only be made in accordance with the Variation Procedure.
   6. Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to meet any Key Milestone Dates shall be a material Default.
3. Security requirements before any Mobilisation Dates
   1. The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before any identified Mobilisation Date.
   2. Prior to a team commencing activity (for example at the beginning of a Statement of Work), the Supplier shall ensure that this requirement is reflected in their Implementation Plans.
   3. The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
   4. The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
   5. The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
   6. The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
   7. If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer’s Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.
4. What to do if there is a Delay
   1. If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
      1. notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
      2. include in its notification an explanation of the actual or anticipated impact of the Delay;
      3. comply with the Buyer’s instructions in order to address the impact of the Delay or anticipated Delay; and
      4. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.
5. Compensation for a Delay
   1. If Delay Payments have been included in the Implementation Plan and a Milestone has not been Achieved by the relevant Key Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
      1. the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier’s failure to Achieve the corresponding Milestone;
      2. if included within the Implementation Plan, Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier’s failure to Achieve Milestones by the relevant Key Milestone Date(s) except where:
         1. the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
         2. the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Key Milestone Date;
      3. the Delay Payments will accrue on a daily basis from the relevant Key Milestone Date until the date when the Milestones leading to that Key Milestone Date are Achieved;
      4. no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
      5. Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).
6. [Transition Plan

(**Guidance note:** this Paragraph 8 is optional.)

* 1. The Transition Plan forms part of the overall Implementation Plan
  2. The Transition Period will be a [six (6)] Month period.
  3. During the Transition Period, the Incumbent Provider shall retain full responsibility for all existing activities and Services until the Handover Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Handover Date as set out in the Order Form.
  4. In accordance with the Transition Plan, the Supplier shall:
     1. work cooperatively and in partnership with the Buyer, the Incumbent Provider, and other suppliers, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
     2. work with the Incumbent Provider and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
     3. liaise with the Incumbent Provider to enable the full completion of the Transition Period activities; and
     4. produce a Transition Plan, to be agreed by the Buyer, for carrying out the requirements within the Transition Period including Key Milestones and dependencies.
  5. The Transition Plan will include detail stating:
     1. how the Supplier will work with the Incumbent Provider and the Buyer to capture, transfer and load up information such as software, documentation, pertinent knowledge, data and other information; and
     2. a communications plan, as appropriate and as requested by the Buyer, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
  6. In addition, the Supplier shall:
     1. appoint a Supplier Authorised Representative who shall be responsible for the management of the Transition Plan, to ensure that the Transition Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
     2. mobilise all the Services specified in the Specification within the Call-Off Contract;
     3. if appropriate and specifically requested by the Buyer, produce a Transition Plan report for each Buyer Premises to encompass activities that will fulfil all the Buyer's obligations to landlords and other tenants:
        1. the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these activities which are subject to the Buyer's approval; and
        2. the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
     4. manage and report progress against the Transition Plan;
     5. construct and maintain a Transition Period risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
     6. attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Transition Period. Transition meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
     7. ensure that all risks associated with the Transition Period are minimised to ensure a seamless change of control between Incumbent Provider and the Supplier.]

**Annex 1: Call-Off Contract Implementation Plan**

[To be replaced/updated by whatever the Buyer wishes to include as part of the broader concept of an Implementation Plan as described within this Schedule. This may include draft table (as below), Gannt charts, Roadmaps, etc]

Refer to individual Statements of Work for Implementation Plans specific to those Statements of Work.

Note that Key Milestone Dates (which have a commercial impact if not Achieved) are set out in Annex 2. Key Milestone Dates are Achieved on completion of several non-critical Milestones.

The Call-Off Contract Implementation Plan is set out below and the Milestones to be Achieved are identified below:

| Milestone | Deliverable Items | Milestone Date | Buyer Responsibilities | Reference to Acceptance Criteria | Milestone Payment  (if applicable) | Applicable  Delay Payment(s) |
| --- | --- | --- | --- | --- | --- | --- |
| [ ] | [ ] | [ ] | [ ] |  | [ ] |  |
| The Milestones will be Achieved in accordance with this Schedule. | | | | | |  |

**Annex 2: Key Milestone Dates**

All Milestones listed in Annex 1 with a Milestone Date which precedes the Key Milestone Date listed below are required to be completed and accepted in order for a Key Milestone Date to be considered to have been met

| Key Milestone | Key Milestone Description | Pre-requisite Milestones (from Annex 1) | Key Milestone Date | Delay Payments |
| --- | --- | --- | --- | --- |
| [ ] | [ ] | [ ] | [ ] | [ ] |

**Annex 3: Planning Tools**

The following table provides a list of planning tools which may be required by the Buyer.

**Notes:**

1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period)

| **Ref.** | **Type of Information** | **Required?** | **Refresh Frequency** |
| --- | --- | --- | --- |
| **Traditional Planning Artifacts** | | | |
| A6.01 | Call-Off Contract Plan on a Page. A high level plan covering the duration and scope of the Call-Off Contract | [Yes/No] | Commercial Planning / Review Event |
| A6.02 | SOW Plan on a Page. A high level plan covering the duration and scope of an individual SOW | [Yes/No] | Operational Planning Event |
| A6.03 | Full duration Project Plan including resources, dependencies, etc (e.g. as created by traditional project planning software) | [Yes/No] | Operational Planning Event |
| A6.04 | Rolling 3-Month Detailed Look Ahead Plan (as created by traditional project planning software) | [Yes/No] | Operational Planning Event |
|  |  |  |  |
|  |  |  |  |
| **Agile Planning Artifacts** | | | |
| A6.10 | Product Road-Map | [Yes/No] | Commercial Planning / Review Event |
| A6.11 | Delivery Plans | [Yes/No] | Commercial Planning / Review Event |
| A6.12 | Timebox Plans | [Yes/No] | Commercial Planning / Review Event |
| A6.13 | EPIC Board | [Yes/No] | Commercial Planning / Review Event |
| A6.14 | Elaboration Board | [Yes/No] | Operational Planning Event |
| A6.15 | Sprint Board | [Yes/No] | Operational Planning Event |
| A6.16 | Agile Kanban Board | [Yes/No] | Operational Planning Event |
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Part B - Testing

1. Definitions
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

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| "Component" | 1. means any constituent parts of the Deliverables; |
| "Material Test Issue" | 1. means a test issue of Severity Level 1 or Severity Level 2 as set out in the relevant Test Plan; |
| “Release” | 1. shall mean a set of Deliverables, agreed by the Buyer as being something which can be released to the intended users of the set of Deliverables; |
| "Satisfaction Certificate" | 1. means a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria; |
| "Severity Level" | 1. means the level of severity of a Test Issue, the criteria for which are described in Annex 1; |
| “Test” | means a procedure intended to establish the quality, performance, or reliability of a Component; |
| “Test Issue” | means a test issue of Severity Level 3, Severity Level 4 or Severity Level 5 as set out in the relevant Test Plan; |
| "Test Issue Management Log" | 1. means a log for the recording of Test Issues as described further in Paragraph 9.1 of this Schedule; |
| “Test Plan” | 1. means a specific set of tests to be incorporated as part of a release plan; |
| "Test Reports" | 1. means the reports to be produced by the Supplier setting out the results of Tests; |
| "Test Specification" | 1. means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 7.2 of this Schedule; |
| "Test Strategy" | 1. means a strategy for the conduct of Testing as described further in Paragraph 4.2 of this Schedule; |
| "Test Success Criteria" | 1. in relation to a Test, the test success criteria for that Test as referred to in Paragraph 6 of this Schedule; |
| "Test Witness" | 1. means any person appointed by the Buyer pursuant to Paragraph 10 of this Schedule; |
| “Tester” | means the organisation responsible for testing. Within the context of Sole Responsibility accountability this shall mean the Supplier. Within the context of Rainbow Teams or Self Directed Teams accountability for testing shall be clearly defined within the Test Strategy (since it may involve both Buyer and Supplier). Accountability may vary from Statement of Work to Statement of Work; and |
| "Testing Procedures" | 1. means the applicable testing procedures and Test Success Criteria set out in this Schedule. |

1. Agile testing
   1. Testing under this Schedule shall apply to software as well as other Deliverables (for example migration of data sets).
   2. When requested by the Buyer, the Supplier shall, with appropriate input from the Buyer, undertake Release planning and shall produce a Test Plan.
   3. With each Agile development iteration development teams are required to incorporate the underlying ethos of Agile testing and the Supplier shall:
      * + 1. write the test script;
          2. write the code / perform the digital activity; and
          3. test the code / activity against the test script.
   4. Wherever possible Testers are required to automate testing (e.g. relevant functional test cases) and automate and execute any regression tests. This shall form part of acceptance testing.
   5. Prior to release additional tests such as, but not limited to:
      * + 1. load tests;
          2. complete regression tests;
          3. penetration tests;
          4. user acceptance tests;
          5. integration tests;
          6. deployment tests; and
          7. Release readiness tests

as agreed within the Test Plan, shall be executed by the Tester.

* 1. The Supplier shall develop reusable test scripts in a modular manner which can be incorporated within a larger library of routinely run test scripts.
  2. The Test Strategy will define how testing within the context of iterative agile development interacts with the broader testing at Deliverable, Statement of Work and Call-Off Contract levels.

1. How testing should work
   1. All Tests conducted by the Tester shall be conducted in accordance with the Test Strategy, Test Specification and, as appropriate within an agile context, the Test Plan.
   2. The Tester shall not submit any Deliverable for Testing:
      1. unless the Tester is reasonably confident that it will satisfy the relevant Test Success Criteria;
      2. until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
      3. until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
   3. Where agreed within the Test Plan, the Tester shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
   4. Agile iterative tests, as agreed within the Test Strategy, shall align with the iterative development cycle and shall contribute to, but not necessarily be reflected in, the Deliverable level testing regime described within this Schedule.
   5. Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.
2. Planning for testing
   1. As part of the first relevant Statement of Work under the Call-Off Contract, the Supplier shall develop a relevant Test Strategy as soon as practicable after the SOW Start Date but in any case no later than twenty (20) Working Days after the SOW Start Date.
   2. The initial Test Strategy shall include:
      1. an overview of how Testing will be conducted in relation to the Implementation Plan relevant to the Statement of Work;
      2. the process to be used to capture and record Test results and the categorisation of Test Issues;
      3. the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
      4. the procedure to be followed to sign off each Test;
      5. the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
      6. the names and contact details of the Buyer and the Supplier's Test representatives;
      7. a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
      8. the technical environments required to support the Tests; and
      9. the procedure for managing the configuration of the Test environments.
   3. The Test Strategy shall be approved by the Buyer.
   4. As new Statements of Work are initiated, the Test Strategy is required to be refined to reflect the specific needs of each Statement of Work and shall reflect the Test Strategy required under the Call-Off Contract as a whole.
3. Preparing for Testing
   1. As defined within the Test Strategy, the Tester shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the relevant Implementation Plan.
   2. Each Test Plan shall include as a minimum:
      1. the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
      2. a detailed procedure for the Tests to be carried out.
   3. The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Tester shall implement any reasonable requirements of the Buyer in the Test Plan.
4. Passing Testing
   1. The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 5.
5. How Deliverables will be tested
   1. Following approval of a Test Plan, the Tester shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
   2. Each Test Specification shall include as a minimum:
      1. the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
      2. a plan to make the resources available for Testing;
      3. Test scripts;
      4. Test pre-requisites and the mechanism for measuring them; and
      5. expected Test results, including:
         1. a mechanism to be used to capture and record Test results; and
         2. a method to process the Test results to establish their content.
6. Performing the tests
   1. Before submitting any Deliverables for Testing the Tester shall subject the relevant Deliverables to its own internal quality control measures.
   2. The Tester 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 10.3.
   3. The Tester shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
   4. The Buyer may raise and close Test Issues during the Test witnessing process.
   5. The Tester shall provide to the Buyer in relation to each Test:
      1. a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
      2. the final Test Report within 5 Working Days of completion of Testing.
   6. Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
      1. an overview of the Testing conducted;
      2. identification of the relevant Test Success Criteria that have/have not been satisfied together with the Tester's explanation of why any criteria have not been met;
      3. the Tests that were not completed together with the Tester's explanation of why those Tests were not completed;
      4. 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; and
      5. the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
   7. When a Milestone has been completed the Tester shall submit any Deliverables relating to that Milestone for Testing.
   8. Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
   9. If the Tester successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion.
   10. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain responsible for ensuring that the Testing of Deliverables are implemented in accordance with this Contract as defined within the Test Strategy.
7. Discovering Problems
   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 Tester shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
   2. The Tester 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 Tester shall make the Test Issue Management Log available to the Buyer upon request.
   3. The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Tester. 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 an expedited dispute timetable.
8. Test witnessing
   1. The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
   2. The Tester shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
   3. The Test Witnesses:
      1. shall actively review the Test documentation;
      2. will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer 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;
      3. shall not be involved in the execution of any Test;
      4. shall be required to verify that the Tester conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
      5. may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
      6. may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
   4. may require the Tester to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.
9. Auditing the quality of the test
   1. The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**").
   2. The Tester shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
   3. The Buyer will give the Tester at least 5 Working Days' written notice of the Buyer’s intention to undertake a Testing Quality Audit.
   4. The Tester shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
   5. If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Tester detailing its concerns and the Tester shall, within a reasonable timeframe, respond in writing to the Buyer’s report.
   6. In the event of an inadequate response to the written report from the Tester, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.
10. Outcome of the testing
    1. The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
    2. If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Tester and:
       1. the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
       2. the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Tester to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
       3. where the Supplier has Sole Responsibility and 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 Buyer’s other rights and remedies, such failure shall constitute a material Default*.*
    3. Where the Supplier has Sole Responsibility, the Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
    4. The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
       1. the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
       2. performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
    5. The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
    6. If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
    7. If there are Test Issues, but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
    8. If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer’s other rights and remedies, such failure shall constitute a material Default should the Supplier hold Sole Responsibility
    9. If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
       1. any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Tester shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer’s report pursuant to Paragraph 11.5); and
       2. where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.
11. Risk
    1. The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
       1. operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer’s requirements for that Deliverable or Milestone; or
       2. affect the Buyer’s right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

# **Annex 1**:

# Test Issues – Severity Levels

1. Severity 1 Error
   1. This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.
2. Severity 2 Error
   1. This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
      1. causes a Component to become unusable;
      2. causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
      3. has an adverse impact on any other Component(s) or any other area of the Deliverables;
3. Severity 3 Error
   1. This is an error which:
      1. causes a Component to become unusable;
      2. causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
      3. has an impact on any other Component(s) or any other area of the Deliverables;

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

1. Severity 4 Error
   1. This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.
2. Severity 5 Error
   1. This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

# Annex 2:

# Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

**Satisfaction Certificate**

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

We refer to the agreement (**"Call-Off Contract"**) [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] (**"Buyer"**) and [*insert Supplier name*] (**"Supplier"**) dated [*insert Call-Off Start Date dd/mm/yyyy*].

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

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted 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 Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]