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Department for Work and Pensions

SCHEDULE 10

ACCEPTANCE

1 General

- 1.1 The CONTRACTOR has full responsibility for all Services under this Agreement and shall satisfy itself and the AUTHORITY that it has appropriate internal check points and external check points as it delivers the Services. The CONTRACTOR shall involve the AUTHORITY where its activities or deliverables impact on the AUTHORITY and its ability to conduct its business affairs that relate to this Agreement but may or may not involve the CONTRACTOR.
- 1.2 Unless explicitly stated against the specific activity with agreement of the AUTHORITY, Acceptance by the AUTHORITY or the AUTHORITY Customer(s) of any of the CONTRACTOR deliverables including but not limited to hardware, software, testing, and Documentation, shall not be construed as relaxing or reducing whatsoever the CONTRACTOR's obligations and responsibilities to perform all of the Services in this Agreement as measured in accordance with Schedule 4 (KPIs, Service Levels and Service Credits). The CONTRACTOR will remain fully liable for the performance of all of the Services in this Agreement.
- 1.3 The AUTHORITY or AUTHORITY's Customer(s) shall cooperate with the agreed Acceptance Criteria and is obligated to give sound reasons where it cannot give its Acceptance.
- 1.4 The CONTRACTOR should ensure it has appropriate work arounds in place in the event that the CONTRACTOR's recommendations for Acceptance is not Accepted by the AUTHORITY or the AUTHORITY's Customer(s) or the deliverables fail to achieve Acceptance, including appropriate escalation, consistent with the knowledge that the CONTRACTOR responsibility for all of the Services under this Agreement remains unchanged.

2 Scope

- 2.1 This Schedule 10 (Acceptance) describes the Acceptance Procedures and Acceptance Criteria that shall be applied for those activities subject to Acceptance which shall comprise Transition, Transformation, Development projects, Ad Hoc Project Services, Disaster Recovery, Continuous Improvement Programme and any other activities as shall be agreed between the Parties as being subject to Acceptance Procedures and Acceptance Criteria.

3 Acceptance and Milestones

- 3.1 Where an activity under this Agreement involves milestones, only the Shared Milestones or External Milestones identified in the Transition project, the Transformation project or otherwise on a project by project basis, will be subject to Acceptance in accordance this Schedule 10 (Acceptance).

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- 3.2 Acceptance Criteria for deliverables shall be developed by the CONTRACTOR and submitted to the AUTHORITY for approval prior to the commencement of Acceptance Testing. Once agreed, the Acceptance Criteria shall be defined in the relevant specification or QP for the deliverable and/or the requirements for the relevant project.

4 Review and Acceptance Process

Projects

- 4.1 A project may comprise any non Service Build activity including, but not limited to Application Development, Continuous Improvement Programme, and Ad-Hoc Project Services.
- 4.2 The CONTRACTOR will include within the final commercial proposal for each project ("Final Commercial Proposal") both a plan and definition of both milestones and deliverables within those milestones to enable effective Acceptance of the project and successful go-live.
- 4.3 All responsibility for quality assurance, including testing, will remain with the CONTRACTOR.
- 4.4 As part of the plan for any new development the AUTHORITY may require the CONTRACTOR to make the Gateway Non-Production Environments and support services for the new functionality available so that the AUTHORITY and the AUTHORITY's Customer(s) can access the Non-Production Environment, upload test data and perform testing.
- (a) A draft "Milestone Acceptance Specification" will be produced by the CONTRACTOR in accordance with the milestones set out in the Final Commercial Proposal. The draft Milestone Acceptance Specification will be aligned with the concepts set out in the Detailed Design Testing Strategy (set out in the Final Commercial Proposal) and contain the following minimum contents:
- (i) Acceptance scope;
 - (ii) Acceptance timescales (start and end dates) and phasing;
 - (iii) responsibilities of the AUTHORITY;
 - (iv) description of the milestone;
 - (v) the Acceptance Criteria for the milestone. This will include the Acceptance Criteria and Acceptance mechanism for each deliverable in sufficient detail to allow Acceptance to take place. For the avoidance of doubt such Acceptance Criteria may include reference to specific test plans;
 - (vi) contingency for resubmission for Acceptance (if required);
 - (vii) relationship and dependencies with other milestones;

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- (viii) CONTRACTOR responsibilities; and
 - (ix) number of defects for the milestone of medium or low Severity, as defined in Table 4.1, which will be permitted by the AUTHORITY to meet the Acceptance Criteria.
- (b) The CONTRACTOR will produce the draft milestone Acceptance Specification not less than (20) Working Days prior to the start of the Acceptance timescales for the first due deliverable for that milestone. Compliance with this deadline can be waived in whole or in part by the AUTHORITY.
- (c) The AUTHORITY will review the draft Milestone Acceptance Specification and return it to the CONTRACTOR within (5) Working Days (unless this is varied by agreement). If the draft Milestone Acceptance Specification is rejected then the reasons for rejection must be detailed. Upon rejection the CONTRACTOR will amend the draft Milestone Acceptance Specification and return it to the AUTHORITY for approval within (5) Working Days.
- (d) Once approved, the draft Milestone Acceptance Specification shall be the Milestone Acceptance Specification.
- (e) The following definitions shall be used to classify the Severity of any defect:

Ranking	Severity Level	Description	Resolution
1	Critical	Critical impact, preventing further progression.	All such defects must be resolved prior to milestone Acceptance
2	High	An element of the deliverable does not function and there is no workaround yet in place.	All such defects must be resolved prior to milestone Acceptance
3	Medium	An element of the deliverable does not function and there is a workaround in place.	Milestone Acceptance will occur if the number of outstanding defects does not exceed the number stated in the Milestone Acceptance Specification.
4	Low	A minor fault that does not impact the performance or functionality of an element of the deliverable.	Milestone Acceptance will occur if the number of outstanding defects does not exceed the number stated in the Milestone Acceptance Specification.

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Table 4.1

- (f) For each milestone, a detailed Milestone Acceptance Report will be produced by the CONTRACTOR. This will show success or failure against the milestone Acceptance Criteria for the milestone or any of its deliverables and further time proposed to resolve issues. If the AUTHORITY does not raise any objection to the Acceptance of a milestone within five (5) days (unless varied by agreement) of the date of receipt of the Milestone Acceptance Report or if the Authority fails to demonstrate within that period that the milestone Acceptance Criteria have not been met or if any of the deliverables supplied in relation to that milestone are put into operational use then the milestone shall be considered to have met the Milestone Acceptance Criteria.
- (g) Final Acceptance shall occur if each milestone shall have met its milestone Acceptance Criteria.
- (h) A final Milestone Acceptance Report must be delivered to the AUTHORITY by the CONTRACTOR with a recommendation for go-live.
- (i) In relation to testing a representative of each of the AUTHORITY and the CONTRACTOR shall be entitled to be present at the venue where any testing is undertaken. Absence of either Party shall not negate or nullify the results of Testing carried out. Costs for any further Testing to be carried out as a result of such absence shall be borne by the absent Party.
- (j) The AUTHORITY reserves the right to write additional Test Scripts and conduct additional tests, as mutually agreed between the AUTHORITY and the CONTRACTOR, at its own cost.
 - (i) In the event that paragraph 4.4(j) is exercised, the AUTHORITY will provide written notification to the CONTRACTOR at least twenty (20) Working Days in advance of the required new test date, the test requirements and the scope of the testing to be performed.
 - (ii) In the event that paragraph 4.4(j) is exercised the CONTRACTOR will have the right to request a movement of any milestone affected by the AUTHORITY's additional tests.

Service Builds

- 4.5 A Service Build is the delivery of a Customer requirement set of Gateway components as defined by a completed and baselined Questionnaire Pack.
- (a) Unless agreed otherwise, milestones for Services Builds will comprise the following:

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- (i) A Questionnaire Pack (“QP”) provided by the AUTHORITY and the AUTHORITY’s Customer, reviewed and accepted by the CONTRACTOR.
 - (ii) Service Build deployed onto the Gateway environment agreed with the AUTHORITY’s Customer(s), for testing in accordance with Schedule 2 (Services).
 - (iii) Service Build tested and accepted by the CONTRACTOR against agreed criteria and deployed onto Production Environment.
- (b) Acceptance of each Service Build shall be recorded as successful and the CONTRACTOR notified accordingly where:
- (i) the Acceptance Criteria within the QP is waived in whole or part by the AUTHORITY or the AUTHORITY’s Customer(s);
 - (ii) the Acceptance Criteria within the QP are met;
 - (iii) the Authority fails to demonstrate within five (5) Working Days of the completion of testing that the Acceptance Criteria have not been met; or
 - (iv) the Service Build is put into operational use.
- (c) At any point in the Service Build process, the AUTHORITY or the AUTHORITY’s Customer(s) may Change the scope of the Service Build in accordance with Schedule 24 (Change Control). The CONTRACTOR will inform the AUTHORITY of the impact of the Change on the deliverables and milestones for the Services being Changed and any consequent impact on other activities.

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Confirmation of Acceptance by the AUTHORITY

I confirm that all deliverable Acceptance Procedures have been followed and that all relevant deliverable Acceptance Criteria in respect of the deliverables to which this Acceptance Test Report relates have been met. I hereby accept the deliverables to which this Acceptance Test Report relates on behalf of the AUTHORITY.

Signed (AUTHORITY Representative):

Date:

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I confirm that all deliverable Acceptance Procedures have been followed and that all relevant deliverable Acceptance Criteria in respect of the deliverables to which this Acceptance Test Report relates have been met. I hereby accept the deliverables to which this Acceptance Test Report relates on behalf of the AUTHORITY.

Signed (AUTHORITY Representative):

Date: