

Schedule 24 - Acceptance Procedures and Criteria

1 Background

1.1 The purpose and scope of this Schedule is:

1.1.1 to set out the basic standards to be met by any deliverables produced for the Authority by the JVCo and the process for acceptance of those Deliverables; and

1.1.2 to set out the standards to be met by any third party deliverables which either Party wishes to introduce for use in connection with the Services or onto the infrastructure from which the Services are delivered and in respect of which the Acceptance Criteria (as defined in paragraph 2.1) will apply.

1.2 The provisions of this Schedule are without prejudice to the provisions of Schedule 14 (Change Control procedure).

2 Interpretation

2.1 In this Schedule, the following terms have the following meanings:

'Acceptance Criteria' means, in relation to a particular kind of Deliverable, the criteria described below in the relevant paragraph covering that kind of Deliverable.

'Acceptance Period' means, in relation to a particular Deliverable, the relevant period for the Authority to determine whether that Deliverable satisfies its Acceptance Criteria. This period may be specified in this Schedule or the Acceptance Plan or any additional document agreed between the parties relating to specific Deliverables. It may be extended by written agreement of the parties during the acceptance process. Unless otherwise agreed, the Acceptance Period for any document Deliverable shall be 10 working days, provided that the recipient of the Deliverable may extend the Acceptance Period by a further 5 working days by service of written notice to other party.

'Acceptance Plan' means, in relation to a particular Deliverable, the relevant parts of this Schedule and any detailed plans set out in any additional document agreed between the parties, which cover the substance or timing of any aspect of the acceptance of that Deliverable by the Authority.

'Benefits Realisation Review' means the review procedure for new or revised business process Deliverables set out in paragraph 8 of this Schedule.

'Configuration' means any arrangement or interfacing of any hardware and/or software and includes the selection of options provided by the hardware and software and the population of any data fields and tables used by them.

'Defect' means, in relation to a particular Deliverable, any aspect of the Deliverable which prevents that Deliverable from fully satisfying its Acceptance Criteria.

'Deliverable' means (a) any specific and identified product of the Services and (b) any Third Party Deliverable. It may be tangible or intangible and may include documents, Software and Configuration Deliverables, business processes, training, and the realisation of any benefits identified as the product of any of the Services.

'Implementation Acceptance' means the acceptance testing procedure for Software and Configuration Deliverables and for new or revised business process Deliverables as set out in paragraphs 6 and 7 of this Schedule respectively.

'Model Office Acceptance' means the acceptance testing procedure for new or revised business process Deliverables as set out in paragraph 7 of this Schedule.

'User Acceptance' means the acceptance testing procedure for Software and Configuration Deliverables set out in paragraph 6 of this Schedule.

'Third Party Deliverable' means (a) any product which has been provided by a third party and which the JVCo wishes to use in connection with the Services or (b) any product provided or introduced by the Authority (including third party products).

2.2 Terms which are defined in Schedule 1 have the same meaning in this Schedule.

2.3 In relation to any specific Deliverable, in the event and to the extent of any conflict between this Schedule and any later document agreed between the parties relating to acceptance of that Deliverable, the latter shall prevail.

3 Acceptance Procedures and Acceptance Criteria

3.1 Every Deliverable shall be subject to the Acceptance Plan for that Deliverable. The parties may agree alternative, additional or reduced criteria in writing relating to a specific Deliverable of any kind.

3.2 The following general acceptance procedures and Acceptance Criteria shall apply to all categories of Deliverables set out below.

3.3 If (where appropriate) the Authority notifies the JVCo that a Deliverable satisfies its Acceptance Criteria, it shall be deemed to have accepted that Deliverable.

- 3.4 If the Authority fails to give notice of acceptance or rejection of a Deliverable or a request to remedy a Defect to the JVCo within the Acceptance Period, it shall be deemed to have accepted the relevant Deliverable.
- 3.5 The Authority's decision in accordance with the procedures set out in this Schedule to accept or reject a Deliverable, or to ask the JVCo to remedy a Defect, does not affect the Authority's rights and remedies under this Agreement. However, to the extent that the Authority has accepted a Deliverable pursuant to substantially identical Acceptance Criteria under the any other agreement (including any Transformation Implementation Contract), it shall be precluded from rejecting it under this Agreement to that limited extent. To the extent that any such Deliverable remains subject to further acceptance testing under this Agreement, the parties acknowledge that the Authority remains at liberty to accept or reject it in accordance with this Schedule.
- 3.6 Paragraphs 3.3 to 3.5 are subject to the following qualification. If the Authority accepts a Software, Configuration or business process Deliverable (or is deemed to have accepted it) as part of User Acceptance or Model Office Acceptance, that acceptance (or deemed acceptance) shall not prevent the Authority from subsequently rejecting that Deliverable, or requiring the JVCo to remedy any Defect in it, if it subsequently fails to satisfy its Implementation Acceptance, either when tested independently or in conjunction with other Deliverables.
- 3.7 In the event of any dispute as to whether a Deliverable satisfies its Acceptance Criteria (either at all or within the period allowed) the provisions of Clause 12 (Dispute Resolution) of this Agreement shall apply.
- 3.8 Where the Authority chooses to appoint a third party to carry out Acceptance on its behalf, , the parties will agree supplementary acceptance procedures and criteria to those set out in this Schedule and which have been agreed between the Authority and the third party in relation to the acceptance of such Deliverables provided they have been documented as Acceptance Criteria for those Deliverables. The Authority shall be entitled:
- a) to test such Deliverables in accordance with the acceptance procedures agreed with the JV Co and the third party (including permitting the third party to undertake its own acceptance testing); and
 - b) to reject those Deliverables or require the JVCo to remedy any Defects in them if they do not meet the acceptance criteria agreed between the Authority and the third party
- and any additional costs incurred by the JV Co in relation to testing by or on behalf of such third party and its acceptance criteria will be charged to the Authority, based on the rates set out in Schedule 4.
- 3.9 Third Party Deliverables:
- 3.9.1 may be subject to acceptance procedures which differ from those set out in this Schedule and which may be agreed between the Parties (but in default of such different procedures shall be

subject to the acceptance procedures set out in this Schedule); and

3.9.2 shall be subject to the relevant Acceptance Criteria.

3.10 The JVCo shall at the request of the Authority co-operate with any third parties whose Third Party Deliverables the Authority wishes to introduce for use in connection with the Services or onto the infrastructure from which the Services are delivered.

3.11 The JVCo shall not refuse to accept any Third Party Deliverables introduced by the Authority if they meet the Acceptance Criteria for the relevant type of Deliverable as set out in this Schedule.

4 Document deliverables

4.1 Acceptance Procedure

4.1.1 Prior to production of any document Deliverable, the JVCo shall produce and the parties shall agree a list of its terms of reference and detailed content. These and any interim drafts of the document Deliverable shall be kept under review between the parties during the course of its production.

4.1.2 Within the Acceptance Period, the Authority shall, either:

4.1.2.1 notify the JVCo that the Deliverable meets its Acceptance Criteria; or

4.1.2.2 if the Deliverable fails to meet its Acceptance Criteria, notify the JVCo of this (giving details of any apparent Defects).

4.1.3 If the Authority gives notice pursuant to paragraph 4.1.2.2, the JVCo shall, within five working days (or such other period as may be agreed between the parties in writing), and at no cost to the Authority, correct the Deliverable and re-submit it to the Authority.

4.1.4 Within a period equivalent to the original Acceptance Period after re-submission of the Deliverable pursuant to paragraph 4.1.3, the Authority shall, either:

4.1.4.1 notify the JVCo that the Deliverable meets its Acceptance Criteria; or

4.1.4.2 if the Deliverable fails to meet those criteria, notify the JVCo of this (giving details of any apparent Defects).

4.1.5 If the Authority gives notice pursuant to paragraph 4.1.4.2, it may without prejudice to its other rights and remedies, either:

- (a) require the JVCo, at no cost to the Authority, to correct the Defects and to re-submit it to the Authority by a date agreed with the JVCo, in which case this paragraph 4.1 shall apply to that re-delivery; or
- (b) authorise the JVCo to provide the Deliverable, subject to correction of any Defects by the JVCo at no cost to the Authority and within a period to be agreed with the JVCo; or
- (c) reject the Deliverable.

4.2 Acceptance Criteria

4.2.1 The Acceptance Criteria for a document Deliverable are that it:

- 4.2.1.1 achieves the purpose set out in any document governing its production, including any Output Specification
- 4.2.1.2 complies with the scope, and addresses the issues, described in any document governing its production
- 4.2.1.3 takes account of the Authority's wider aims and objectives as communicated to the JV Co
- 4.2.1.4 provides clear advice where that is appropriate
- 4.2.1.5 uses appropriate methods, analysis and arguments to justify any conclusions and recommendations
- 4.2.1.6 uses the information, know-how, expertise and experience which can reasonably be assumed to be available to the JVCo
- 4.2.1.7 takes full account of appropriate consultation with the Authority
- 4.2.1.8 follows Good Industry Practice
- 4.2.1.9 complies with the derivation, form, composition and other requirements set out in the any document governing its production
- 4.2.1.10 is prepared to a reasonable standard of clear written English
- 4.2.1.11 is readily comprehensible to its intended readership

- 4.2.1.12 uses diagrams and illustrations where they would make the document clearer
- 4.2.1.13 is unambiguous in its context
- 4.2.1.14 does not refer to any document not provided to, available to or in the possession of, the Authority
- 4.2.1.15 meets any further criteria set out in any document governing its production; and
- 4.2.1.16 addresses the Authority's requirement to consider impact on diversity and the community.

4.3 Authority Document Deliverables

- 4.3.1 Where document Deliverables are to be produced by the Authority, they shall be subject to the terms of paragraphs 3.1 to 3.7 and to the acceptance procedures set out in paragraphs 4.1.2 to 4.1.5 of this Schedule.
- 4.3.2 The Acceptance Criteria for the Authority's document Deliverables are that they are fit for the purpose for which they were required by the JVCo to the extent that their delivery and contents enable the JVCo to perform any Services under this Agreement.

5 Training Deliverables

This paragraph applies to both live and computer based training delivered to Service Users. The supporting documentary material may be specified as a document Deliverable, covered by paragraph 4.

5.1 Acceptance Procedure

- 5.1.1 Any training course (whether it is a new course which has to be approved, or an approved course which is to be delivered to Service Users) to be provided by the JVCo shall be subject to acceptance in accordance with this procedure. Once a course has been accepted, it may be included in the catalogue of approved courses available to the Authority under this Agreement.
- 5.1.2 The Authority retains a corporate training department. The Authority and the JVCo shall agree whether the provision of any required training shall be delivered by the Authority **or** the JVCo (or by both parties). Where training is to be delivered by the Authority, if necessary, the JVCo shall be required to deliver training to Authority trainers such that they can fulfil this role (i.e. train-the-trainer). On such occasions the Authority trainer will be considered the Service User for the purposes of Acceptance.

- 5.1.3 The course shall be developed in accordance with the requirements of the Authority's annual training plan, which will be an Authority Document Deliverable and will be accepted by the JV Co as set out in paragraph 3 above.
- 5.1.4 The course shall be delivered by a competent (and where appropriate a qualified) trainer provided by the JVCo.
- 5.1.5 The course shall be delivered to selected and suitably competent and qualified Service Users from part or all of an organisational unit within the Authority organisation as identified in any Acceptance Plan.
- 5.1.6 Unless otherwise agreed, training Deliverables shall be prepared in consultation with the Authority which shall have the right to approve or reject any training materials as set out herein.
- 5.1.7 The JVCo shall ensure that all training materials are kept up-to-date to reflect changes in the product to be delivered and changes within the Authority which are communicated to the JV Co that impact on the use of the product.
- 5.1.8 If required by the nature of the training, and if specifically requested by the Authority, the JVCo will provide objective written criteria to assess the effectiveness of all training Deliverables following their delivery to Service Users.
- 5.1.9 If required by the nature of the training, the Authority will assess the competence of Service Users participating in the training at the start of the training in order to determine whether the Service Users are sufficiently competent and qualified for the level of training proposed. At the end of the training, the JV Co will re-test the participating Service Users to indicate if the Acceptance Criteria have been satisfied.
- 5.1.10 Where it is appropriate to assess competence within the workplace, an appropriate assessment of the impact of training upon actual performance will be required, to be carried out by the Authority within agreed timescales. Any additional costs incurred by the JV Co in assisting in such competence assessment will be charged to the Authority based on the rates set out in Schedule 4. The Authority shall promptly agree or reject the assessment, and it shall not unreasonably withhold its agreement.
- 5.1.11 Following delivery of the result of the assessment, the Authority shall within the Acceptance Period either:
- 5.1.11.1 notify the JVCo that the Deliverable meets its Acceptance Criteria; or

5.1.11.2 if the Deliverable fails to meet those criteria, notify the JVCo of this (giving details of any apparent Defects).

5.1.12 If the Authority gives notice pursuant to paragraph 5.1.11.2, the JVCo shall re-deliver the Deliverable (modified as appropriate) to Service Users on a date specified by the Authority and at no cost to the Authority, unless the JV Co can demonstrate that the failure to meet the Acceptance Criteria is due to lack of competence or qualification of the Service Users, or any aspect of their diligence in attending the course or studying the course material, in which case, the additional costs incurred by the JV Co will be charged to the Authority based on the rates set out in Schedule 4.

5.1.13 After re-submission of the Deliverable pursuant to paragraph 5.1.12 and its further testing pursuant to paragraph 5.1.9, the Authority shall within a period equivalent to the original Acceptance Period either:

5.1.13.1 notify the JVCo that the Deliverable meets its Acceptance Criteria; or

5.1.13.2 if the Deliverable fails to meet those criteria, notify the JVCo of this (giving details of any apparent Defects).

5.2 Acceptance Criteria

5.2.1 The Acceptance Criteria for a training course are that suitable and diligent students participating in the course can be demonstrated to have acquired the degree of competence anticipated in the specification of the training course as set out in the agreed course objectives and materials.

6 Software and Configuration Deliverables

6.1 General

6.1.1 Prior to commencement of the acceptance process, the JVCo shall provide the Authority with documentary evidence that the Deliverable has been successfully tested in accordance with the JVCo's own test procedures and the level of test environment available.

6.1.2 The JVCo test regime shall include successful volume and load testing that represent the projected load when the system is fully implemented, provided that a suitable test environment exists or is built as part of the relevant project.

6.1.3 In relation to User Acceptance testing, if the relevant Users are Seconded Staff, then the JVCo will ensure the availability of suitably qualified Users, otherwise the Authority will ensure the availability of suitably qualified Users. Appropriate test tools shall be utilised where there is

a requirement to repeatedly test the correct operation against a pre-defined test scripts. Evidence of successful regression testing shall be provided as agreed for each project Acceptance Plan.

- 6.1.4 The Deliverable shall then be subject to a User Acceptance procedure as described in paragraph 6.2, and an Implementation Acceptance procedure as described in paragraph 6.3.
- 6.1.5 It will be the Authority's responsibility to submit its requirements for all business function test scripts which will be prepared by the JVCo in consultation with the Authority. All other test scripts will be prepared by the JVCo.
- 6.1.6 If reasonably so required by the JVCo, the Authority shall monitor and participate in any User or Implementation Acceptance.
- 6.1.7 The JVCo will document the results of all User and Implementation acceptance tests and make them available to the Authority within 5 working days of completion of the relevant tests.
- 6.1.8 Acceptance of Software and configuration of Deliverables will occur prior to their introduction to the live environment.
- 6.1.9 If the Deliverable relates to both Software and a business process, the business process parts of the Deliverable shall be subject to the acceptance process set out in paragraph 7.

6.2 User Acceptance Procedure

- 6.2.1 The JVCo shall make the Deliverable available for testing in the appropriate test environment for the purpose of User Acceptance, subject to the availability of a suitable environment.
- 6.2.2 The JVCo shall provide any associated user training and user documentation required for the performance of User Acceptance on or before the commencement of User Acceptance, as agreed in the relevant Acceptance Plan. These shall be subject to the Acceptance Criteria for those categories of Deliverables under the terms of this Schedule.
- 6.2.3 The parties shall collaborate in the performance of User Acceptance. The JVCo shall record the results and deliver them to the Authority.
- 6.2.4 The Authority shall within the Acceptance Period either:
 - 6.2.4.1 notify the JVCo that the Acceptance Criteria have been satisfied, or
 - 6.2.4.2 if they have not, notify the JVCo of this (giving details of the Defects).

- 6.2.5 If the Authority gives notice pursuant to paragraph 6.2.4.2, the JVCo shall, as soon as practicable (or within such period as may be agreed in writing with the Authority), and at no cost to the Authority, correct the Defects in the Deliverable and repeat the process described in paragraphs 6.2.1 to 6.2.3 inclusive
- 6.2.6 Within a period of time equivalent to the Acceptance Period after the JVCo has repeated this process pursuant to paragraph 6.2.5, the Authority shall either:
- 6.2.6.1 notify the JVCo that the Acceptance Criteria have been satisfied, or
 - 6.2.6.2 if they have not, notify the JVCo of this (giving details of the Defects).
- 6.2.7 If the Authority gives notice pursuant to paragraph 6.2.6.2, it may, without prejudice to its other rights and remedies, either:
- 6.2.7.1 require the JVCo, at no cost to the Authority, to correct the Defects in the Deliverable and to re-submit it to the Authority by a date agreed with the JVCo, in which case this paragraph 6.2 shall apply to that re-delivery; or
 - 6.2.7.2 authorise the JVCo to provide the Deliverable, subject to correction of any Defects by the JVCo at no cost to the Authority and within a period to be agreed with the JVCo; or
 - 6.2.7.3 reject the Deliverable.

6.3 Implementation Acceptance Procedure

- 6.3.1 The purpose of this acceptance procedure is to demonstrate as far as is reasonably practicable that the relevant Acceptance Criteria will be satisfied when the Software or Configuration (as appropriate) has been rolled out to the full complement of Users in a live environment with the anticipated volumes of data and transactions as appropriate.
- 6.3.2 Where the roll-out is to be phased, the Implementation Acceptance procedure shall be conducted on completion of each phase.
- 6.3.3 The Implementation Acceptance procedure shall take the form of a review by the Authority of the operation of the Software or Configuration, including (without limitation) the attainment of any service levels (including any set out in the Output Specification) to which its operation and availability may be subject.

- 6.3.4 The Authority shall conduct the review during the Acceptance Period to determine whether the Acceptance Criteria have been satisfied. By the end of the Acceptance Period, the Authority shall either:
- 6.3.4.1 notify the JVCo that the Acceptance Criteria have been satisfied, or
 - 6.3.4.2 (if they have not) notify the JVCo of the Deliverable's failure to meet those criteria (giving details of the Defects).
- 6.3.5 If the Authority gives notice pursuant to paragraph 6.3.4.2, the JVCo shall, as soon as practicable (and in any event within 60 days or such period as may be agreed in writing with the Authority) and at no cost to the Authority, correct the Deliverable and repeat the process described in paragraphs 6.3.3 to 6.3.4 inclusive.
- 6.3.6 Within a period of time equivalent to the original Acceptance Period after the JVCo has repeated this process pursuant to paragraph 6.3.5, the Authority shall either:
- 6.3.6.1 notify the JVCo that the Deliverable satisfies its Implementation Acceptance Criteria, or
 - 6.3.6.2 notify the JVCo of the Deliverable's failure to meet those criteria (giving details of the Defects).
- 6.3.7 If the Authority gives notice pursuant to paragraph 6.3.6.2, it may, in its absolute discretion and without prejudice to its other rights and remedies, either:
- (a) require the JVCo, at no cost to the Authority, to correct the Defects in the Deliverable and to re-submit it to the Authority by a date agreed with the JVCo, in which case this paragraph 6.3 shall apply to that re-delivery; or
 - (b) authorise the JVCo to provide the Deliverable, subject to correction of its Defects by the JVCo at no cost to the Authority and within a period to be agreed with the JVCo; or
 - (c) reject the Deliverable.

6.4 Acceptance Criteria

- 6.4.1 The Acceptance Criteria for a Software or Configuration Deliverable are that:
- 6.4.1.1 pre-Acceptance testing of the Deliverable has been successfully completed in accordance with paragraph 6.1.1; and

- 6.4.1.2 to the extent agreed in the Acceptance Plan, the Deliverable shall have undergone successful unit, string, integration, volume and stress, user acceptance, data migration and cutover testing ; and
- 6.4.1.3 the Deliverable is compatible with and causes no unforeseen material degradation to the Authority's wider technical infrastructure and that infrastructure's hardware components; and
- 6.4.1.4 the Deliverable is capable of interfacing with any other systems or software of the Authority or third parties with which it is required to be integrated as set out in the relevant project Acceptance Plan without causing any material degradation in any service levels to which those systems or software are required to be delivered in terms of performance, availability, reliability or resilience; and
- 6.4.1.5 ongoing support and maintenance contracts are available for the Deliverable at prices which are firm for the projected life of the Deliverable or as otherwise agreed; and
- 6.4.1.6 where source code for the Deliverable is not to be made available to the Authority, escrow arrangements are in place which are acceptable to the Authority; and
- 6.4.1.7 the Deliverable is authorised for use by the Authority for all the purposes for which it is required including by any other party to whom the Authority is required to provide services or from whom it receives services; and
- 6.4.1.8 User Acceptance and Implementation Acceptance have been successfully completed in accordance with paragraphs 6.2 and 6.3; and
- 6.4.1.9 the Deliverable satisfies the design, and where relevant, requirements (including any functional, technical and performance requirements, and all other Acceptance Criteria) set out in any document governing its production; and
- 6.4.1.10 adequate and suitable documentation for the Deliverable (both as regards its content and use) has been accepted by the Authority; and
- 6.4.1.11 adequate and suitable training in the use of the Deliverable is available to users, and has been accepted by the Authority; and
- 6.4.1.12 associated configuration management records are maintained.

7 New or Revised Business Processes

7.1 General

- 7.1.1 New or revised business processes which are not related to Software Deliverables to be implemented in the Authority's retained functions shall be subject to Acceptance (which may include a Model Office Acceptance if relevant, although this is not a default) as defined in paragraph 7.2 below, one or more Implementation Acceptances in accordance with paragraph 7.3 below and a Benefits Realisation Review in accordance with paragraph 8 below.
- 7.1.2 If the JVCo is required to change business processes pursuant to this Paragraph 7, it shall also change any supporting Software or Configuration solution as appropriate. Any associated training Deliverables shall be agreed with the Authority.

7.2 Model Office Acceptance

If the Authorities request a Model Office Acceptance procedure, the following provisions shall apply in default of other agreement:

- 7.2.1 Model Office Acceptance shall be performed in accordance with this paragraph 7.2 at the end of the development phase of any new business process (and the supporting Software or Configuration solution) before roll-out commences.
- 7.2.2 Before commencement of Model Office Acceptance, the JVCo shall take reasonable steps to ensure, by means of quality management, development testing, prototyping and other such techniques, that the new or revised business processes (and the supporting Software or Configuration solution) will satisfy the Authority's requirements for the Services (or relevant part of them) and the requirements of any document governing their production.
- 7.2.3 The JVCo and the Authority shall implement the new or revised business processes in a model office environment set aside for acceptance testing purposes.
- 7.2.4 The JVCo shall implement the supporting Software or Configuration solution in the model office environment.
- 7.2.5 The model office environment shall be:
 - 7.2.5.1 formed of part or all of an organisational unit within the Authority or any third party organisation to which the Authority provides services; and

- 7.2.5.2 equipped with a production version of the Software or Configuration solution necessary to perform the new or revised business processes, all components, including networks, routers, servers, clients and business processes; and
- 7.2.5.3 configured so far as possible to mirror the actual working environment; and
- 7.2.5.4 staffed with the numbers and grades of personnel specified in the Acceptance Plan who shall:
 - 7.2.5.5 be selected by the Authority to be representative of Service Users who will operate the new or revised process when it is rolled-out
 - 7.2.5.6 have undergone the same training (by the JVCo) in the operation of the new or revised business process as will be provided for Service Users generally when it is rolled-out
 - 7.2.5.7 be under the direct management of the Authority
 - 7.2.5.8 receive active support from the JVCo
 - 7.2.5.9 perform processing of actual Authority data and business inputs, and produce actual Authority business outputs, using the Deliverable as it is designed to be implemented in the live working environment
 - 7.2.5.10 perform, in addition to the new or revised business process, any other Authority work normally carried out by the organisational unit participating in the acceptance procedure.
 - 7.2.5.11 be provided by the Authority at a level agreed in the Acceptance Plan.
- 7.2.6 The JVCo and the Authority shall run the Model Office Acceptance for the Acceptance Period. During this period, the Authority shall monitor the operation of the Deliverable to determine whether the Acceptance Criteria have been satisfied.
- 7.2.7 The JVCo's team working on Model Office Acceptance shall be independent of those who developed the new or revised business process, and the supporting Software or Configuration solution.
- 7.2.8 The JVCo shall make appropriate automated testing tools available to its team working on Model Office Acceptance.

7.2.9 Within the Acceptance Period, the Authority shall either:

7.2.9.1 notify the JVCo that the Deliverable meets its Acceptance Criteria; or

7.2.9.2 if the Deliverable fails to meet its Acceptance Criteria, notify the JVCo of this (giving details of any apparent Defects).

7.2.10 If the Authority gives notice pursuant to paragraph 7.2.9.2, the JVCo shall, as soon as practicable (and in any event within 60 days or such period as may be agreed in writing with the Authority) and at no cost to the Authority, modify the Deliverable and repeat the process described in paragraphs 7.2.1 to 7.2.8 inclusive

7.2.11 Within a period of time equivalent to the original Acceptance Period after the JVCo has repeated this process pursuant to paragraph 7.2.10, the Authority shall either:

7.2.11.1 notify the JVCo that the Deliverable satisfies its Acceptance Criteria, or

7.2.11.2 notify the JVCo of the Deliverable's failure to meet those criteria (giving details of the Defects) .

7.2.12 If the Authority gives notice pursuant to paragraph 7.2.11.2, it may without prejudice to its other rights and remedies, either:

(a) require the JVCo, at no cost to the Authority, to modify the Deliverable and to re-submit it to the Authority by a date agreed with the JVCo, in which case this paragraph 7.2 shall apply to that re-delivery; or

(b) authorise the JVCo to provide the Deliverable, subject to correction of its Defects by the JVCo at no cost to the Authority and within a period to be agreed with the JVCo; or

(c) reject the Deliverable.

7.2.13 Model Office Acceptance will provide an opportunity for the Authority to validate business requirements. If, during the course of a Model Office Acceptance, the Authority determines that a change to the processes or supporting Software or Configuration solution is desirable, the change shall be dealt with in accordance with Schedule 14 (Change Control Procedure).

7.3 Implementation Acceptance

7.3.1 The purpose of Implementation Acceptance is to demonstrate that the Acceptance Criteria can be satisfied when the new or revised business process is rolled out to the full complement of Service Users intended to use them.

- 7.3.2 Where the roll-out is to be phased, an Implementation Acceptance shall be conducted on completion of each phase.
- 7.3.3 Implementation Acceptance shall be conducted as an integral part of the roll-out and shall take the form of a review by the Authority (under the direct management of the Authority but with active support from the JVCo) of the operation of the new or revised business processes. This shall include (without limitation) a review of:
 - 7.3.3.1 the throughput and quality of the output from the new or revised business process
 - 7.3.3.2 the quality and effectiveness of the training provided to Service Users
 - 7.3.3.3 the numbers, and grades of Service Users required to operate the new or revised process
 - 7.3.3.4 Value for Money and anticipated efficiency gains specified in the design.
- 7.3.4 The Authority shall conduct the review during the Acceptance Period to determine whether the relevant Acceptance Criteria have been satisfied.
- 7.3.5 By the end of the Acceptance Period, the Authority shall either:
 - 7.3.5.1 notify the JVCo that the Deliverable meets its Acceptance Criteria; or
 - 7.3.5.2 if the Deliverable fails to meet its Acceptance Criteria, notify the JVCo of this (giving details of any apparent Defects).
- 7.3.6 If the Authority gives notice pursuant to paragraph 7.3.5.2, the JVCo shall, as soon as practicable (and in any event within 60 days or such period as may be agreed in writing with the Authority), at no cost to the Authority, modify the Deliverable and repeat the process described in paragraph 7.3.3.
- 7.3.7 Within a period of time equivalent to the original Acceptance Period after the JVCo has repeated this process pursuant to paragraph 7.3.6, the Authority shall either:
 - 7.3.7.1 notify the JVCo that the Acceptance Criteria have been satisfied, or
 - 7.3.7.2 if they have not, notify the JVCo of this (giving details of the Defects).

7.3.8 If the Authority gives notice pursuant to paragraph 7.3.7.2, it may, without prejudice to its other rights and remedies, either:

- (a) require the JVCo, at no cost to the Authority, to modify the Deliverable and to re-submit it to the Authority by a date agreed with the JVCo, in which case this paragraph 7.3 shall apply to that re-delivery; or
- (b) authorise the JVCo to provide the Deliverable, subject to correction of its Defects by the JVCo at no cost to the Authority and within a period to be agreed with the JVCo; or
- (c) reject the Deliverable.

7.3.9 Implementation Acceptance will provide a further opportunity for the Authority to validate business requirements. If, during the course of Implementation Acceptance, the Authority determines that changes to the business processes are desirable, they shall be dealt with in accordance with Schedule 14 (Change Control Procedure).

7.3.10 The JVCo shall use reasonable endeavours to assist the Authority to apply lessons learned during Implementation Acceptance in one phase of the roll-out to any subsequent phases.

7.4 Acceptance Criteria (New or Revised Business Processes)

7.4.1 The acceptance criteria for a new or revised business process are:

- 7.4.1.1 Model Office acceptance testing of the process has been successfully completed in accordance with paragraph 7; and
- 7.4.1.2 the process satisfies the requirements set out in any document governing its development; and
- 7.4.1.3 adequate and suitable documentation, including all associated documentation, for the process has been developed and has been accepted by the Authority; and
- 7.4.1.4 the process addresses the Authority's requirement to consider impact on diversity and the community; and
- 7.4.1.5 that the forecast benefits and efficiencies are capable of realisation
- 7.4.1.6 applicable quality standards are maintained; and

7.4.1.7 adequate and suitable training in support of the process is available, has been delivered to those involved in delivery of the process, and has been accepted by the Authority as set out in paragraph 5 above.

8 Benefits Realisation Review Procedure

- 8.1.1 The purpose of the Benefits Realisation Review is to determine whether any benefits realisation target (whether in terms of reduction in costs or otherwise) has been achieved following acceptance of any Software and Configuration Deliverable or New or Revised Business Process.
- 8.1.2 The Benefits Realisation Review shall take the form of a review by the Authority of the benefits realisation reports generated during the period chosen to provide a fair comparison of the benefits realised against the targets agreed and set out in any document governing the production of the relevant Deliverable.
- 8.1.3 Final Benefits Realisation Review shall be started no earlier than three months after successful completion of the final Implementation Acceptance conducted in accordance with paragraph 7.3. For major projects, Benefits Realisation shall be conducted during the pilot phases of the project as agreed with the Authority.
- 8.1.4 The JVCo shall perform a benefits tracking exercise in the period prior to conducting the Benefits Realisation Review to provide the data needed to determine whether the benefits realised satisfy the Acceptance Criteria.
- 8.1.5 If the JVCo has grounds for concluding that the benefits realised do not satisfy the Acceptance Criteria (or that the benefits likely to be realised probably will not satisfy them), it shall notify the Authority and investigate the causes. This investigation shall include an examination of the monitoring and evaluation records and logs, with the objective of attributing the potential benefits shortfall to a specific cause. Potential causes include (without limitation):
 - 8.1.5.1 the JVCo's design for, or implementation of, the functionality, performance, availability and integrity of any Software, Configuration or business process solution
 - 8.1.5.2 the quality of any specific Deliverable
 - 8.1.5.3 ongoing change management within the Authorities following the acceptance of any Deliverable
 - 8.1.5.4 the operation of processes by the Authority.

- 8.1.5.5 errors in the business case or decision process used by the Authority in commissioning a change
- 8.1.6 Within the Acceptance Period and after receiving the complete data from the JVCo pursuant to paragraph 8.1.4, the Authority shall either:
 - 8.1.6.1 notify the JVCo that the benefits realised meet the Acceptance Criteria; or
 - 8.1.6.2 if they do not, notify the JVCo of this (giving details of any apparent Defects).
- 8.1.7 If the Authority gives notice pursuant to paragraph 8.1.6.2, the JVCo shall:
 - 8.1.7.1 within five working days submit to the Authority for acceptance under this Schedule a plan for remedying the failure,; and
 - 8.1.7.2 within 60 working days (or such other period as may be agreed between the parties in writing) and at no cost to the Authority, change the relevant Deliverables so as to ensure that the Acceptance Criteria are satisfied within an agreed timescale and the shortfall is recovered.
- 8.1.8 Where the failure to meet Acceptance Criteria is not solely due to the actions or inactions of the JV Co, any costs incurred in meeting the Acceptance Criteria and recovering the shortfall will be charged to the Authority based on the rates set out in Schedule 4.
- 8.1.9 The JVCo shall not change any business processes or supporting Software or Configuration solution relating to Authority retained functions without the agreement of the Authority.

8.2 Acceptance Criteria (Benefits Realisation Review)

- 8.2.1 The acceptance criteria for a benefits realisation review are:
 - 8.2.1.1 all associated deliverables have been accepted by the Authority; and
 - 8.2.1.2 all forecast benefits and efficiency gains have been realised and or reasonable justification for non-realisation is given; and
 - 8.2.1.3 the assessment period is reflective of a typical period of service delivery; and
 - 8.2.1.4 all deliverables and processes are correctly applied by both parties during the period of assessment; and
 - 8.2.1.5 addresses the Authority's requirement to consider impact on diversity and the community.