

## **SCHEDULE 8**

### **ACCEPTANCE PROCEDURES**

#### **1. General**

1.1 This Schedule applies to the ICT Requirements in the Agreement which require inspections, commissioning and testing of configuration changes prior to acceptance by the HSE in accordance with the terms of this Schedule.

1.2 Prior to applying the Acceptance Procedures the Provider in conjunction with the HSE shall define the Acceptance criteria to be applied for any individual round of acceptance testing (e.g. pass/fail thresholds, volume of testing required). In addition the Provider shall conduct its standard in-house tests (on the dates/times set out in the Timetable), in order to ensure that the relevant ICT Requirements are suitable for the performance of the Acceptance Procedures, on which assurance the HSE shall rely. Any defects, faults or failures identified by the Provider in the performance of such in-house tests shall be remedied by the Provider, notified to the HSE in writing, and shall not remove or reduce the Provider obligation to comply with the provisions of the Agreement and the Lot Agreement (if applicable), including the Timetable.

1.3 The Provider, if required by the HSE, shall provide support to the User Acceptance Tests throughout the User Acceptance Tests Period.

1.4 The HSE Representative (or its nominee) shall during the User Acceptance Tests Period:

- supervise the conduct of the User Acceptance Tests on behalf of the HSE; and
- sign the Acceptance Report and Acceptance Certificates at the successful conclusion of the User Acceptance Tests.

#### **2. Testing Period**

The User Acceptance Tests Period shall commence on the date set out in the Agreement, Project Timetable or in the Lot Agreement Timetable (as appropriate).

#### **3. User Acceptance Tests Procedure**

3.1 The User Acceptance Tests for the relevant ICT Requirements shall be set out in the ICT Requirements Schedule or in (in the event that the ICT Requirements are being delivered in a number of lots) a relevant Lot Agreement detailing the tests to be conducted in relation to the relevant ICT Requirements and applied against the relevant Acceptance Criteria.

3.2 The User Acceptance Tests shall be conducted in accordance with the Acceptance Test Plan. The Provider shall develop a test plan for approval by the HSE no later than twenty (20) Working Days (or such other period as the Parties may otherwise agree) prior to the commencement of the User Acceptance Tests Period.

3.3 The Acceptance Test Plan shall include a timetable for completion.

3.4 The Provider shall provide or propose any test data that may be required for the User Acceptance Tests, and if so required, shall supply the test data not later than one working week prior to the commencement of the User Acceptance Tests Period.

3.5 The User Acceptance Tests shall be undertaken by the HSE, with support, if required, from the Provider.

3.6 During the User Acceptance Tests Period the HSE shall maintain the following records:

(a) reports of any failures of the relevant ICT Requirements to meet the Acceptance Criteria;

(b) all measurements required for the verification of the performance of the relevant ICT Requirements against the Acceptance Criteria;

(c) a weekly summary of progress, if appropriate.

#### **4. Acceptance/Part Acceptance and Failure**

4.1 The User Acceptance Tests shall be recorded as successful if:

(a) the Acceptance Criteria have been met within the User Acceptance Tests Period (including such extensions of the Acceptance Tests Period as shall be agreed in the manner set out below);

(b) Acceptance Certificates have issued in respect of each Stage (where required);

(c) an Acceptance Report (pursuant to paragraph 4.3 below) is issued by the HSE to the Provider and

(d) a Final Acceptance Certificate is executed by the HSE Representative (or its nominee); and

Failure to meet any of these requirements means the User Acceptance Tests are liable to be recorded as unsuccessful.

4.2 The Parties agree and acknowledge that Acceptance Certificates may be issued on an interim basis at the successful completion and testing of a relevant Stage.

4.3 At the conclusion of the User Acceptance Tests Period and prior to the execution of the Final Acceptance Certificate, the HSE will produce a report (the “**Acceptance Report**”) describing the process undertaken and itemising all reported failures in respect of the relevant ICT Requirements to meet the Acceptance Criteria occurring during the User Acceptance Tests Period. When the Provider has satisfactorily resolved the cause of failure and demonstrated the ability of the relevant ICT Requirements to meet the Acceptance Criteria, the HSE’s Representative (or its nominee) shall sign the Acceptance Report by way of confirmation of satisfactory resolution by the Provider of the cause of failure and the User Acceptance Tests shall be deemed to have been successful.

At the conclusion of the User Acceptance Tests Period, the HSE may:

(a) accept the Deliverables, or;

(b) part-accept the Deliverables, or;

(c) request the Provider to re-present the Solution (or part of the Solution) for a further set of User Acceptance Tests at a time to be agreed between the Parties, or;

(d) terminate the agreement in accordance with Clauses 25.5 of the Agreement.

4.4 Following successful conclusion of each Stage of the Acceptance Test Plan, the HSE’s Representative may execute a mutually agreed form of Acceptance Certificate for that stage. If the HSE fails to notify the Provider of acceptance or rejection in accordance with the requirements of the Acceptance Test Plan in a timely manner and in any event within twenty (20) days of the date of completion of the User Acceptance Test (whether the due date set out in the Acceptance Test Plan or the actual date of completion if later), or, the HSE, has put the relevant Stage into live use for a period in excess of ten (10) consecutive Working Days, excluding any period of live use contemplated by the Acceptance Test Plan for the purposes of carrying out the User Acceptance Tests, then, the Provider may deem the User Acceptance Tests to have concluded successfully in respect of the relevant Stage.

4.5 If the Acceptance Procedures, in respect of the relevant Stage have not been recorded as successful in accordance with the Acceptance Criteria by the relevant Acceptance Date, then, the HSE shall notify the Provider in writing and shall have the right, as notified by the HSE, at its sole option, to:

(a) accept such part of the Stage as the HSE may, at its sole discretion, decide and pay a portion of the relevant Charges therefore calculated in accordance with the Payment Schedule, or such other charge as may be agreed by the Parties' Representatives. The Provider shall correct the fault which caused the User Acceptance Tests to be recorded as unsuccessful, at its sole cost and expense, within a reasonable period directed by the HSE, which shall not, save where directed by the HSE, exceed thirty (30) days from the date of notification aforesaid; or

(b) without prejudice to its other rights and remedies, extend the User Acceptance Tests Period for a period agreed between the Parties which shall not, save where directed by the HSE, exceed thirty (30) days from the date of notification aforesaid, during which period, the Provider shall, at its sole cost and expense, correct the fault which caused the User Acceptance Tests to be recorded as unsuccessful PROVIDED THAT, the Parties note that the provisions of this paragraph

4.5 may apply on one occasion or more than one occasion, as set out in paragraph 4.6.

4.6 In the event the HSE extends the User Acceptance Tests Period for a period pursuant to paragraph 4.5 and the User Acceptance Tests have not been recorded as successful by the end of the relevant extended period, then, the HSE shall have the right, at its sole option (and without prejudice to its other rights and remedies) to either accept or further extend the User Acceptance Tests Period in the same manner as provided pursuant to paragraph 4.5 above.

4.7 In the event that the HSE extends the Acceptance Procedures Period for a further period pursuant to paragraph 4.6 and the User Acceptance Tests have not been recorded as successful by the end of the relevant extended period, then, the HSE shall notify the Provider in writing and shall have the right, as notified by the HSE, at its sole option, to either:

(a) accept or further extend the User Acceptance Tests Period in the same manner provided pursuant to paragraph 4.5 above; or

(b) elect to terminate the relevant Lot Agreement for material breach, in accordance, with the provisions of Clause 25.5 of the Agreement.

4.8 In the event of the HSE serving a notice of termination in accordance with paragraph 4.7(b), then the following shall apply:

(a) in respect of work being procured without lots, the notice shall refer to the entire or part of the Solution or ICT Requirements under the Agreement, as determined by the HSE, at its sole discretion, as appropriate in the circumstances by reference to the capability of a deliverable or Service component for cost effective and useful standalone existence in the business and administrative operations of the HSE, PROVIDED THAT, the foregoing shall be based upon the principle that, save where determined otherwise by the HSE, the failure to successfully complete the User Acceptance Tests pursuant to paragraph 4.5 – 4.7 in respect of a Stage shall entitle the HSE to terminate the entire of the Solution for that Stage.

(b) in respect of work being procured in lots, the notice shall refer to the entire or part of the relevant Lot Agreement then issued in accordance with this Agreement, as determined by the HSE, at its sole discretion, as appropriate in the circumstances by reference to the capability of a deliverable or Service component for cost effective and useful standalone existence in the business and administrative operations of the HSE, PROVIDED THAT, the foregoing shall be based upon the principle that, save where determined otherwise by the HSE, the failure to successfully complete the User Acceptance Tests pursuant to paragraph 4.5 to 4.7 in respect of a Stage shall entitle the HSE to terminate the entire of the relevant then issued Lot Agreement; and

(c) the Provider shall, notwithstanding any other provision of this Agreement and without prejudice to the rights and remedies available to the HSE under this Agreement, rebate to the HSE, within a period of thirty (30) days of the HSE notice of termination aforesaid, all relevant Charges, including VAT and expenses, paid by the HSE pursuant to the Agreement or one of more relevant Lot Agreements, or part thereof, set out in the HSE notice provided pursuant to paragraph 4.8(a) or (b), prior to the date of notice aforesaid.

4.9 Where the User Acceptance Tests have been recorded as successfully completed in accordance with the Acceptance Criteria and where the Acceptance Criteria allows for a certain number or amount of non-compliance within the determination of successful completion, then, the Provider shall remedy such non-compliance within the lesser of: (i) the period set out in the Acceptance Text Plan, if any; (ii) the period directed by the HSE, where no such stated period exists, which shall not be less than seven (7) days; or (iii) as soon as reasonably possible in the circumstances.