

(performing subsequent stages of work) to be executed, the Agency will perform an overall final acceptance test of all deliverables as a whole after the completion of the sequence of all specific contracts. For this reason, and as provided for in Art. I.6.4. of the FWC666, ECHA reserves the right to require a performance guarantee to ensure proper fulfilment of a specific contract after its final payment and until the **overall** acceptance of the final software product. This guarantee would be required at the end of that specific contract, i.e. just before its final payment.

### 6.3.3. Acceptance of handover and takeover

Handover and takeover are progressive activities, meaning that final acceptance can only happen after the successful achievement of a set of tasks detailed in the [Transitioning across lots](#): Takeover (WP 3) and [Transitioning across lots](#): Handover (WP 4) sections.

Each phase of the handover/takeover (knowledge transfer, shadowing, reverse shadowing) will require an interim acceptance in order to start the next one or to perform the final acceptance.

The acceptance of the handover / takeover plans, knowledge management artefacts and other deliverables included in the handover and takeover work packages will follow the process indicated in the section [6.3.4 Acceptance of other services](#) below.

ECHA will perform a regular (weekly by default) validation of the progress of the handover / takeover, in which the Contractor responsible for the handover will list the items presented / developed, and the taking over Contractor will confirm the correct understanding / performance, - for ECHA to validate -, or the pending issues and their cause, so to address them and avoid them for happening in the future.

The progress validation from ECHA will lead to the acceptance of each phase and initiate the next one or perform the final acceptance.

No handover or takeover is accepted by default. When the responsibility of a delay in the review process is clearly identified on the Agency side, the contractor must alert the Agency.

Contractors shall pay the outmost attention to ensure that during transitioning activities all parties requests are adequately fulfilled (timely and at the agreed level of quality). Any issue or delay shall be immediately and adequately presented to ECHA.

With regard to the above, ECHA reserves the right to not proceed to final acceptance of the contractors' assignments until any issues or delay that may affect the successful closure of the transitioning activities is resolved. In this regard, whereas ECHA shall facilitate the resolution of any such issues the contractors shall ensure that collaboration failures are minimised, and the risks mitigated in order not to affect the quality of the service delivery.

Following final acceptance, the Agency will issue a documented statement or certificate of acceptance.

#### 6.3.3.1. Acceptance of FWC666 phase-in and phase out

Taking into account the critical nature of the service in scope and the need for ECHA to guarantee a certain degree of business continuity while transitioning from the existing Framework Contracts to FWC666 (phase-in) and when phasing out from FWC666, the contractor carrying out phase-in and phase-out activities (in particular the first contractor in Lot 2) will be subject to specific acceptance conditions. These can also be defined at the level of single product and/or service.

In order to monitor the quality of the service delivered, ECHA will define a number of review stages for phase-in/phase-out activities to serve as: