



Smart Meters Programme Schedule 6.1

(Implementation Planning) (CSP North version)

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Amendment History		
Version	Date	Status
v.1	Signature Date	Execution copy

**SCHEDULE 6.1
IMPLEMENTATION PLANNING**

PURPOSE

This Schedule 6.1 (Implementation Planning) sets out:

- (a) the categories of Milestone applicable to the implementation of the Contractor Solution and the DCC Services as a whole;
- (b) the process for the preparation, implementation and on-going review of the Implementation Plan and Associated Plans in order to design, develop, test and deploy the Contractor Solution and to deliver the Services; and
- (c) certain additional governance arrangements applicable to the Service Provider Implementation Phases.

This Schedule 6.1 should be read in conjunction with Schedule 6.2 (Testing and Acceptance) and Schedule 6.3 (Development Process).

This Schedule 6.1 comprises the following parts:

Part	Scope
Part A	Overview
Part B	Milestones
Part C	Implementation Plan and Associated Plans
Part D	Governance arrangements and Reporting
Part E	Definitions
Appendix 1	Milestones for the Implementation Plan and Associated Plans
Appendix 2	Required content of the Implementation Plan and Associated Plans
Appendix 3	Specific obligations during the Implementation Phases and Stages
Appendix 4	Draft Implementation Plan and High Level Plan
Appendix 5	Form of Milestone Achievement Certificate

PART A – OVERVIEW

1. GENERAL OBLIGATIONS OF THE PARTIES

General

- 1.1 The parties acknowledge the importance of detailed planning for the implementation of the Contractor Solution and the delivery of the Services, including the need to develop the Implementation Plan and Associated Plans in accordance with this Schedule 6.1.
- 1.2 Subject to Clause 35 (DCC Responsibilities), the Contractor shall be responsible for the orderly and timely implementation of the Contractor Solution and the delivery of Services in accordance with this Schedule 6.1, the Implementation Plan and Associated Plans and the other requirements of this Agreement.
- 1.3 Without limiting the Contractor's obligations under paragraph 1.2 and Schedule 8.7 (Co-operation), the Contractor shall co-operate with the DCC and, where applicable, any DCC Service Provider to ensure the orderly and timely implementation of the DCC Services, including the achievement of:
- (a) the Programme Milestones;
 - (b) the Shared Milestones; and
 - (c) Other ESP Milestones.

Order or Precedence

- 1.4 Without limiting the Contractor's obligations pursuant to Clauses 2.2 and 17.3, if there is any conflict between any of the following documents, the conflict shall be resolved in accordance with the following order of precedence (in descending order of precedence):
- (a) this Schedule (and its Appendices and Annexes) and Schedule 6.2 (Testing and Acceptance) (and its Appendices and Annexes) (which shall rank equally in the order of precedence in accordance with Clause 2.2 of this Agreement);
 - (b) the Implementation Plan;
 - (c) the Test Strategy;
 - (d) each Test Approach;
 - (e) each Test Plan; and
 - (f) each Test Specification.

DCC Responsibilities

- 1.5 Without prejudice to any circumstance that may amount to an Other Service Provider Cause (including the Prime DSP not complying with its obligations under its Co-operation Agreement with the Contractor, including as noted in

paragraph 1.12) and without prejudice to paragraph 1.11 of this Part below, the DCC shall have no responsibility, liability or obligation in connection with any of:

- (a) the Draft Implementation Plan; and
- (b) any Associated Plan (excepting as provided in paragraph (c) of this paragraph 1.5, and excepting the Test Strategy and Test Approaches in accordance with Schedule 6.2 (Testing and Acceptance)); and
- (c) any part of any Implementation Plan other than the part clearly headed "DCC Responsibilities" in accordance with paragraph 1.6 of Part C and paragraphs 1.12 and 1.13 of Appendix 2,

and Clauses 13 and 16 of this Agreement shall be construed accordingly and any performance or non-performance of any obligation referred to in any document or part of a document mentioned in this paragraph 1.5 shall NOT be a DCC Cause.

For the avoidance of doubt, the parties acknowledge that breach by the Prime DSP of the anticipated provisions of the Co-operation Agreement with the Prime DSP referred to in paragraph 1.12 of this Part below may give rise to an Other Service Provider Cause under this Agreement.

Draft Implementation Plan

- 1.6 The initial version of the Implementation Plan (the "**Draft Implementation Plan**") is attached as Appendix 4 (Draft Implementation Plan).
- 1.7 Not used.
- 1.8 All dependencies, obligations or responsibilities expressed or implied to be on the DCC and all assumptions under the Draft Implementation Plan shall not be binding on the DCC (or give rise to a DCC Cause) save to the extent incorporated into a subsequent version of such document approved by the DCC in accordance with this Agreement (without prejudice to paragraph 1.11 of this Part). For the avoidance of doubt, the parties acknowledge that breach by the Prime DSP of the anticipated provisions of the Co-operation Agreement with the Prime DSP referred to in paragraph 1.12 of this Part below may give rise to an Other Service Provider Cause under this Agreement.
- 1.9 The DCC and Contractor shall each use reasonable endeavours to agree a revised version of the Draft Implementation Plan as soon as possible following the Signature Date and in any event no later than 10 January 2014 (unless otherwise agreed by the parties in writing) under the process set out in paragraph 2 of Part C.
- 1.10 Paragraphs 1.6 to 1.9 (inclusive) of this Part shall be without prejudice to the Master Milestone Table (which as at the Signature Date shall be that set out in Appendix 1 of this Schedule as further explained in Appendix 4).
- 1.11 The parties agree that prior to the approval of the first revised version of the Implementation Plan by the DCC pursuant to paragraph 1.9 of this Part, the DCC shall have the following responsibilities:

- (a) to comply with its obligations with respect to the development of Relevant Documents as described in Schedule 6.3, including review and approval, for those Relevant Documents scheduled for development during the period between Signature Date and approval of the Implementation Plan;
- (b) approval of the Implementation Plan in accordance with its rights and obligations under this Agreement;
- (c) issue of Milestone Achievement Certificates in accordance with paragraph 4.5 of Part B; and
- (d) to comply with its obligations under Schedule 8.1 (Governance), including those relating to engagement with the Contractor to enable mobilisation and to introduce governance and reporting mechanisms in accordance with that Schedule 8.1 (Governance).

1.12 The DCC acknowledges that the Contractor is dependent upon the Prime DSP complying with any obligations under the Co-operation Agreement with the Prime DSP to provide specific key information by the dates set out in the Co-operation Agreement in order for the Contractor to achieve the S3 Shared Milestone (Ready for System Integration Testing) in accordance with the Draft Implementation Plan. The DCC acknowledges that at the Signature Date it is anticipated that such key information shall be as follows:

- (a) by 12 October 2013 - a final definition of application programming interface data structures for HAN Interface Commands, taking into account comments and observations provided by the Contractor;
- (b) by 2 November 2013 - the security model for Prime DSP/CSP (North) interconnection;
- (c) by 26 October 2013 - the error scenarios and return codes for the HAN Interface Commands application programming interface;
- (d) by 2 November 2013 - the draft definition of Firmware download application programming interface;
- (e) by 9 November 2013 - the DCC SMWAN Gateway Code of Connection outline, and key operating bounds; and
- (f) by 22 November 2013 - the first substantially complete draft DCC SMWAN Gateway Interface Specification.

2. **CREATING THE MARKET: IMPLEMENTATION PHASES AND ENDURING PHASE**

2.1 From the perspective of each Prime CSP and the Prime DSP, the creation and provision of the DCC Services comprises two distinct periods of time (being the period during the Service Provider Implementation Phases on the one hand and the period of time after the Service Provider Implementation Phases on the other (the "**Enduring Phase**").

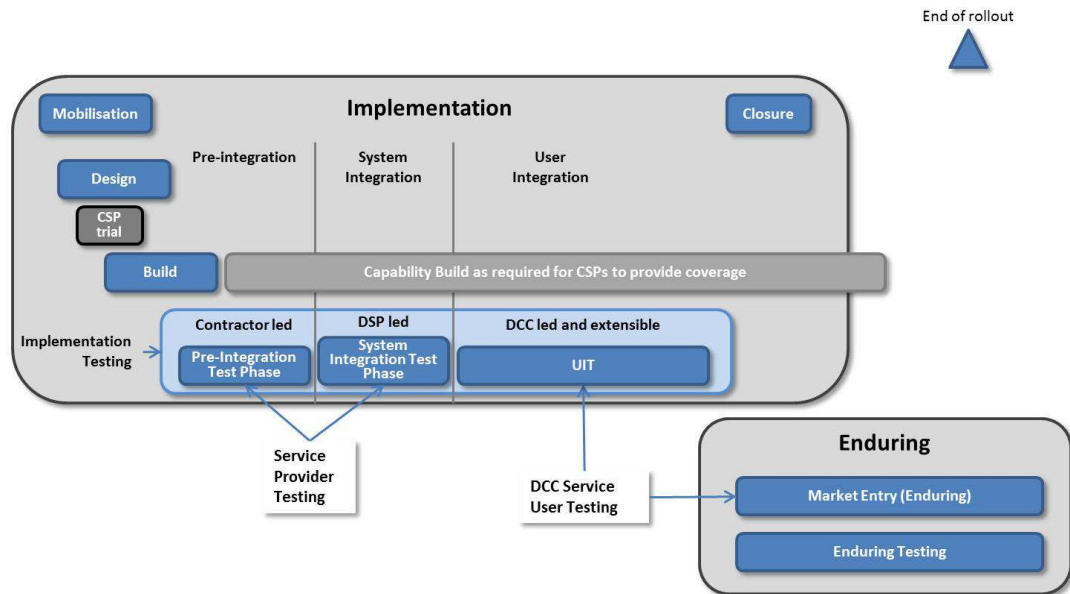


Figure 1: Implementation in context.

The above diagram is for the convenience of the casual reader only. It shall have no legal effect and shall not be used to interpret or to construe this Agreement.

Service Provider Implementation

2.2 The Contractor Solution shall be implemented by the Contractor in accordance with the following three (3) phases (each, an "**Implementation Phase**" and together, the "**Service Provider Implementation Phases**"):

Service Provider Implementation Phase	Scope
Pre-Integration Phase	<ul style="list-style-type: none"> • The mobilisation of the Contractor • The design and build (including development of applications) of the Contractor Solution. • The Pre-Integration Test Phase (in accordance with Schedule 6.2 (Testing and Acceptance)) of the Contractor Solution in isolation (i.e. before being integrated with the DCC Environment and/or any Systems of any other External Service Providers).
System Integration Phase	<ul style="list-style-type: none"> • The integration of the Contractor Solution with: <ul style="list-style-type: none"> – the DCC Environment; – Industry Registration Systems in the case of the Prime DSP; and – relevant Systems of any other External Service Providers (as identified in the Implementation Plan and Associated Plans). • Testing of the combined systems in non-live environments in accordance with Schedule 6.2 (Testing and Acceptance).

Service Provider Implementation Phase	Scope
User Integration Phase	<p>Interface Testing and End to End Testing Test Stages for the combined systems in an environment representative of the Enduring Phase solution involving other External Service Providers, DCC Service Providers and DCC Service Users pursuant to Schedule 6.2 (Testing and Acceptance) and the relevant Test Documents.</p> <p>PRINCE2 (or equivalent) project closure shall also occur at the end of the Service Provider Implementation Phases.</p>

2.3 NOT USED.

2.4 Except Enduring Testing, Test Phases may be overlapped (and/or Test Stages run in parallel) only in accordance with Schedule 6.2 (Testing and Acceptance).

Mass Roll Out Phase

2.5 Following the Commencement of Initial Operational Services, the Contractor moves to a phase of supporting the mass roll out which shall consist of two (2) phases (each a "**Mass Roll Out Phase**" and together, the "**Mass Roll Out Phases**"):

Mass Roll Out Phase	Scope
"Initial Mass Roll Out Phase"	<p>This phase continues for so long as any DCC Service Users or part of the Territory in connection with which the Contractor provides Services is subject to initial volume deployment constraint under Controlled Market Start-up ("CMSU").</p> <p>CMSU should not be confused with FOT. For each DCC Service User it is anticipated there will be a First of Type ("FOT") during which enrolment of smart energy meters will be volume limited. This shall apply after they have completed UIT or Market Entry as applicable.</p>
"Unconstrained Mass Roll Out Phase"	<p>Following the end of the Initial Mass Roll Out Phase, the market moves to unconstrained rollout. For the avoidance of doubt, all DCC Service Users joining subsequently shall still pass through FOT.</p>

2.6 The obligations of the parties regarding the Mass Roll Out Phase(s) are also set out in the Implementation Plan.

2.7 Each party shall comply with its obligations set out in the Appendices to this Schedule.

3. NEW SERVICES, PROJECTS AND CHANGES

3.1 The parties shall comply with the procedures set out in this Schedule 6.1 (and the testing procedures set out in Schedule 6.2 (Testing and Acceptance)) in

relation to the implementation of Catalogue Services, Projects and/or Changes (each, a "**New Implementation**"), including:

- (a) agreeing Milestones for the New Implementation, and categorising such Milestones as Programme Milestones, Shared Milestones, Other ESP Milestones or Contractor Milestones in accordance with the hierarchy set out in Part B of this Schedule 6.1 (as may be amended for the purposes of the New Implementation by agreement of the parties in writing);
- (b) the preparation and approval of an updated Implementation Plan and Associated Plans for the New Implementation in accordance with Part C of this Schedule 6.1 (provided that the required content of the updated Implementation Plan and Associated Plans – as set out in Appendix 2 – shall be amended for the purposes of the New Implementation as agreed by the parties in writing); and
- (c) compliance with the additional governance arrangements set out in Part D of this Schedule 6.1.

4. **THE ROLE OF THE DSP AS SYSTEM INTEGRATOR**

4.1 NOT USED.

4.2 The Contractor shall agree with each Relevant Counterparty in the relevant Co-operation Agreement all matters on which it shall later rely on such Relevant Counterparty for the delivery of its obligations with respect to this Agreement (including this Schedule 6.1).

4.3 NOT USED.

System Integration Strategy

4.4 NOT USED.

4.5 The Contractor acknowledges and agrees that a strategy prepared and maintained by the Prime DSP (the latest such strategy approved by the DCC from time to time being the "**System Integration Strategy**") shall describe at a high-level the activities required of the Prime DSP and the Integration Parties to integrate both the Systems forming part(s) of the End-to-end Smart Metering System and also those Systems that shall interface with it, including how the Prime DSP shall deliver its systems integration responsibilities.

4.6 The Contractor shall comply (and ensure its Implementation Plan and Associated Plans are consistent) at all times with the latest System Integration Strategy approved by the DCC.

5. **Interfaces – General**

5.1 The Contractor shall comply with all Interface Specifications and associated Codes of Connection relating to the DCC SMWAN Gateway Interface Specification agreed between the Prime DSP and DCC from time to time.

- 5.2 The Contractor shall comply with all Interface Specifications and associated Codes of Connection relating to the DCC Service Management System Interface agreed between the Prime DSP and DCC from time to time.

PART B – MILESTONES

1. OVERVIEW

There are four (4) key categories of Milestones applicable to the implementation of the DCC Services through the Implementation Phases and to the Mass Roll Out Phases:

Milestone type	Scope
Programme Milestones	<p>The Programme Milestones represent the critical milestones for the successful implementation of the DCC Services as a whole.</p> <p>The Programme Milestones are defined and set out in the Master Milestone Table.</p>
Shared Milestones	<p>The Shared Milestones represent the milestones that:</p> <ul style="list-style-type: none">• need to be achieved in order to ensure that the Programme Milestones are achieved; and• involve the performance of implementation activities by a number of the External Service Providers (including the Contractor). <p>The Shared Milestones are defined and set out in the Master Milestone Table.</p>
Contractor Milestones	<p>The Contractor Milestones represent the milestones that need to be Achieved by the Contractor in order to ensure that each of the Shared Milestones are achieved.</p> <p>These also include coverage Milestones which are to be achieved during both the Service Provider Implementation Phases and the Mass Roll Out Phases.</p> <p>The Contractor Milestones are defined and set out in the Master Milestone Table.</p>
Other ESP Milestones	<p>The Milestones to be achieved by the Prime DSP and other Prime CSPs included for information purposes and in order to support associated obligations of the Contractor under the express provisions of this Agreement (including paragraph 2.4(f) of Part C below).</p>

2. MILESTONE HIERARCHY

- 2.1 The first three categories of Milestone referred to in paragraph 1 of this Part are intended to form a hierarchy (with Contractor Milestones and Other ESP Milestones being equivalents in the hierarchy) in relation to the overall implementation of the DCC Services, as follows:

Programme Milestones

- (a) for each Programme Milestone (details of which as at the Signature Date are set out in the initial Master Milestone Table in Appendix 1 to this Schedule 6.1), there may be one or more Shared Milestones and/or Contractor Milestones and/or Other ESP Milestones (as at the Signature Date as identified in the initial Master Milestone Table in Appendix 1 to this Schedule 6.1) that shall need to be achieved in order to ensure that the Programme Milestone is achieved;

Shared Milestones

- (b) for each Shared Milestone that the Contractor is involved in delivering, there shall be one or more Contractor Milestones (at the Signature Date as identified in the initial Master Milestone Table in Appendix 1 to this Schedule 6.1) and/or Other ESP Milestones that shall need to be Achieved in order to ensure that the Shared Milestone is achieved;

Contractor Milestones

- (c) for each Contractor Milestone, there may be one or more Tests, circumstances and/or Deliverables (as identified in the Implementation Plan and Associated Plans and/or the plans created pursuant to Schedule 6.2 (Testing and Acceptance) and in accordance with the process defined in Schedule 6.3 (Development Process)) that shall need to be Achieved by the Contractor in order to ensure that the relevant Contractor Milestone is Achieved in accordance with the requirements of this Agreement; and

Other ESP Milestones

- (d) the Milestones to be achieved by the Prime DSP and other Prime CSPs and included for information purposes and in order to support associated obligations of the Contractor under the express provisions of this Agreement (including paragraph 12.4(f) of Part C below).

3. CONTRACTOR OBLIGATIONS: CONTRACTOR MILESTONES

3.1 The Contractor shall perform its obligations under the Implementation Plan and Associated Plans, and under this Agreement generally, so as to ensure that each Contractor Milestone is Achieved by the applicable Milestone Date.

3.2 If:

- (a) the Contractor has failed to Achieve any Contractor Milestone by the applicable Milestone Date; or
- (b) the DCC (acting reasonably) considers that the Contractor shall not, or is unlikely to, Achieve any Contractor Milestone by the applicable Milestone Date,

then the parties shall have the rights and remedies, and shall be subject to the obligations, set out in this Agreement, including:

- (i) Clause 10 (Temporary Suspension of Design, Implementation and Testing Services);
- (ii) Clause 11 (Implementation Delays – General Provisions);
- (iii) Clause 12 (Delays due to Contractor default);
- (iv) Clause 13 (Delays due to DCC Cause or Other Service Provider Cause);
- (v) Clause 52 (Indemnities – General); and/or
- (vi) paragraphs 6 and 7 of Schedule 7.1 (Charges and Payments).

4. CONTRACTOR OBLIGATIONS: OTHER MILESTONES

4.1 Subject to paragraph 4.2, the Contractor is not responsible for the achievement of:

- (a) the Programme Milestones;
- (b) the Shared Milestones; or
- (c) the Other ESP Milestones.

4.2 Paragraph 4.1 is without prejudice to:

- (a) the Contractor's obligations under this Agreement to Achieve each of the Contractor Milestones, including any Contractor Milestones on which the achievement of any Programme Milestone, Shared Milestone and/or Other ESP Milestone is, directly or indirectly, dependent; and
- (b) the Contractor's obligations under paragraph 1.3 of Part A of this Schedule 6.1 to co-operate with the DCC and, where applicable, any DCC Service Provider to ensure the orderly and timely achievement of:
 - (i) the Programme Milestones;
 - (ii) the Shared Milestones; and
 - (iii) the Other ESP Milestones; and
- (c) Clause 52.2.

Acceptance Activities and Milestone Achievement Certificates

4.3 The Contractor shall ensure the DCC has reasonable opportunity to conduct the equivalents of Product Inspection, Testing Quality Audit, Document Review and/or Test Witnessing (which terms shall be construed in accordance with those Acceptance Activities described in paragraphs 2 to 5 of Part D of Schedule 6.2 (Testing and Acceptance)) in respect of any matters that are a pre-condition for the Achievement of any Milestone (in the same way as the DCC would be so entitled in respect of any Test and/or Test Stage including as if references to Tests and/or Test Stages and to the Test Plans in the relevant provisions of Schedule 6.2 referred respectively to the relevant

Milestone and Implementation Plan) in order to ensure the DCC is satisfied with the achievement of such pre-conditions in accordance with this Agreement.

- 4.4 The Contractor shall ensure reasonable time for the DCC to conduct such Acceptance Activities referred to in paragraph 4.3 (including any associated activities, including reporting, reworking, re-submission and re-review and/or remediation) is factored into all Implementation Plans and Associated Plans.
- 4.5 A Milestone shall NOT be Achieved until the DCC has issued a Milestone Achievement Certificate in respect of it. When the relevant Milestone has been Achieved in accordance with this Agreement, but for the issuing by the DCC of a Milestone Achievement Certificate in respect of the same, the DCC shall promptly issue a Milestone Achievement Certificate substantially in the form of Appendix 5 (Form of Milestone Achievement Certificate) to this Schedule 6.1.

PART C – IMPLEMENTATION PLAN AND ASSOCIATED PLANS

1. THE IMPLEMENTATION PLAN AND ASSOCIATED PLANS

- 1.1 The Contractor shall at all times maintain a plan which sets out how the Contractor shall deliver the Contractor Solution. This plan shall set out the then current Master Milestone Table and outline the Contractor Milestones, Deliverables and relevant agreed dependencies. This plan shall be made available to the DCC promptly on request from time to time (the latest such plan from time to time approved by the DCC in accordance with paragraphs 2 and 5 (as appropriate) of this Part (and prior to the first such plan being approved by the DCC, the Draft Implementation Plan in accordance with Part A) being the "**Implementation Plan**").
- 1.2 The Contractor shall abstract and summarise the key elements of its Implementation Plan into a plan which shall be used for governance and stakeholder management (the latest such plan from time to time approved by the DCC in accordance with paragraphs 2 and 5 (as appropriate) of this Part being the "**High Level Plan**").
- 1.3 The Contractor shall ensure its Implementation Plan and High Level Plan aligns to the equivalent high level implementation plans of the Prime DSP from time to time as notified to it by the Prime DSP and is in accordance with the System Integration Strategy. The Contractor shall keep the Prime DSP updated as to the latest version of its High Level Plan at all times. The Contractor shall comply (and ensure its Implementation Plan and Associated Plans are consistent) with the latest combined integrated solution delivery plan maintained by the Prime DSP and approved by the DCC from time to time (the latest such plan from time to time approved by the DCC being the "**Integrated Solution Delivery Plan**").
- 1.4 NOT USED.
- 1.5 The Contractor shall for every Implementation Stage produce a detailed plan for the delivery of that Implementation Stage which is consistent with the Implementation Plan. This shall detail key activities, key resourcing and show key project dependencies that have been agreed with the DCC (or a Relevant Counterparty under a Co-operation Agreement). The latest version of each such plan from time to time approved by the DCC in accordance with paragraphs 2 and 5 (as appropriate) of this Part or updated in accordance with paragraph 5.4 of this Part being a "**Stage Plan**" (and collectively the "**Stage Plans**"). The Contractor shall promptly provide the Stage Plans to the DCC on request from time to time.
- 1.6 The Contractor shall ensure the Implementation Plan and any Associated Plan(s) do not seek to impose on the DCC any responsibility or dependency in connection with any dependencies on any Relevant Counterparty. Without prejudice to the foregoing, the DCC's obligations under the Implementation Plan and Associated Plans shall be limited to those obligations of (and dependencies on) the DCC incorporated into the Implementation Plan and expressly identified as being DCC Responsibilities in a section of the Implementation Plan headed "DCC Responsibilities".

- 1.7 The Contractor shall promptly provide its Implementation Plan and Associated Plans to the DCC and Prime DSP on request by either from time to time.
- 1.8 The Contractor shall keep the following plans consistent at all times:
- (a) the Implementation Plan;
 - (b) the Stage Plans;
 - (c) the High Level Plan; and
 - (d) any other plan including Test Plans (or other Test Documents) required for the delivery of the Contractor Solution,

together the "**Associated Plans**".

2. **PREPARATION OF THE IMPLEMENTATION PLAN AND ASSOCIATED PLANS**

- 2.1 In this paragraph 2 reference to Associated Plans excludes those Associated Plans referred to in paragraph 1.8(d) of this Part (to which the provisions of Schedule 6.2 (Testing and Acceptance) apply).
- 2.2 By no later than thirty (30) Working Days after the Signature Date, or as otherwise agreed with the DCC in writing, the Contractor shall deliver to the DCC drafts:
- (a) of an updated Implementation Plan (to replace the Draft Implementation Plan);
 - (b) of the High Level Plan; and
 - (c) the Stage Plans for the Mobilisation Stage and Design Stage.
- 2.3 The Contractor shall prepare a draft of each Stage Plan not referred to in paragraph 2.2 above not less than sixty (60) Working Days prior to the start (according to the Implementation Plan) of the Implementation Stage to which it relates. The Contractor shall promptly (and in any event within one (1) Working Day) make each Stage Plan available to the DCC and/or Prime DSP on request by either from time to time.
- 2.4 The Contractor shall ensure each proposed Implementation Plan, High Level Plan and each Stage Plan (including in terms of the steps and activities to be carried out by the Contractor, the timeframes for such steps and activities and the resources to be allocated by the Contractor to such steps and activities) shall:
- (a) be based on the latest Implementation Plan approved by the DCC (and prior to the first such plan being approved by the DCC, the draft plans attached as Appendix 4 (Draft Implementation Plan) to this Schedule 6.1);
 - (b) set out the Contractor's proposed methodology for achieving an orderly, timely and co-ordinated implementation of the Contractor

Solution and the delivery of Services in accordance with this Schedule 6.1 and the other requirements of this Agreement;

- (c) comply with the requirements of this Schedule 6.1, including Appendix 2 (Required content of the Implementation Plan and Associated Plans);
 - (d) be sufficient to ensure that the Contractor shall be able to Achieve each of the Contractor Milestones by the applicable Milestone Date;
 - (e) be sufficient to ensure the timely delivery (including for approval) of all Test Documents by the relevant Milestone Date(s); and
 - (f) be sufficient to ensure that each of the Programme Milestones, Shared Milestones and Other ESP Milestones shall be capable of being achieved by the applicable Milestone Date.
- 2.5 Within twenty (20) days after receipt of a draft Implementation Plan and/or Associated Plan from the Contractor, the DCC shall notify the Contractor if it (acting reasonably) considers that:
- (a) the draft does not comply with the then current Master Milestone Table or paragraph 5.5 of this Part;
 - (b) the draft is insufficiently detailed to be properly evaluated;
 - (c) the draft does not comply with the relevant requirements of this Agreement; and/or
 - (d) any of:
 - (i) the proposed obligations on the DCC;
 - (ii) the proposed obligations on the DCC Service Providers; and/or
 - (iii) the other proposed dependencies,specified by the Contractor in the draft Implementation Plan and/or any Associated Plan are unreasonable or impractical for any reason (taking account of the relevant resources available to the DCC, the relevant DCC Service Providers or any applicable third parties),
- (each, for the purposes of this paragraph 2, a "**non-conformity**").
- 2.6 By no later than ten (10) days after receipt of a notice from the DCC under paragraph 2.5 or 2.7, the Contractor shall:
- (a) make any amendments to such Implementation Plan and/or Associated Plan that are necessary to address the non-conformities notified by the DCC under paragraph 2.5; and
 - (b) re-submit a revised version of such Implementation Plan and/or Associated Plan (as appropriate) to the DCC for approval.

- 2.7 Within fifteen (15) days after receipt of the revised version of such Implementation Plan and/or Associated Plan (as appropriate) from the Contractor pursuant to paragraph 2.6 above, the DCC shall notify the Contractor of any new or outstanding non-conformities.
- 2.8 The process in this paragraph 2 shall then be repeated until the DCC notifies the Contractor in writing that such Implementation Plan and/or Associated Plan (as appropriate) is approved. Any dispute relating to the existence of non-conformities in the draft Implementation Plan and/or Associated Plan (as appropriate) may be referred to the Dispute Resolution Procedure.
- 2.9 The DCC shall provide any information or assistance reasonably requested by the Contractor in relation to the preparation of the Implementation Plan or a High Level Plan under this paragraph 2 (or any updates under paragraph 5 (Updates to the Implementation Plan and Associated Plans)).

3. **REQUIRED CONTENT OF THE IMPLEMENTATION PLAN AND ASSOCIATED PLANS**

- 3.1 The Contractor shall ensure that the Implementation Plan and Associated Plans (and any updates to the foregoing made or proposed by the Contractor from time to time) shall, as a minimum, contain those topics as set out in (and shall otherwise comply with) Appendix 2 (Required content of the Implementation Plan and Associated Plans) to this Schedule 6.1.

4. **COMPLIANCE WITH THE IMPLEMENTATION PLAN**

- 4.1 The parties shall (subject to paragraph 1.6 of this Part) comply with the Implementation Plan (and prior to the first such plan being approved by the DCC, the Draft Implementation Plan, which shall take effect as an Implementation Plan on the Signature Date subject to paragraphs 1.5 to 1.9 of Part A) at all times. Once the Associated Plans have been approved by the DCC in accordance with paragraph 2 of this Part (or otherwise approved by the DCC in accordance with this Agreement), the Contractor shall comply with its obligations under the Associated Plans.

5. **UPDATES TO THE IMPLEMENTATION PLAN AND ASSOCIATED PLANS**

On-going review by the Contractor

- 5.1 Subject to paragraphs 5.2 to 5.5 of this Part, the Contractor shall review and update the Implementation Plan and those Associated Plans to which paragraph 2 of this Part applies at intervals as set out below to:
- (a) ensure that the Implementation Plan is otherwise fully up-to-date and accurately reflects the then current status of the implementation of the Contractor Solution and Master Milestone Table (and otherwise continues to comply with the requirements of this Schedule 6.1);
 - (b) update the Stage Plans in respect of the then current Implementation Phase, Test Stage and Implementation Plan;
 - (c) update the High Level Plan as required to ensure consistency with the Implementation Plan; and

- (d) update the Implementation Plan, Stage Plans and High Level Plan as required to comply with its obligations under this Agreement, including paragraphs 1.3 and 5.6 of this Part C.

Permitted Changes

- 5.2 The DCC may notify the Contractor from time to time of any types of amendment to the Implementation Plan and Associated Plans which may be made by the Contractor under paragraph 5.1 of this Part without the prior written approval of the DCC (each, a "**Permitted Change**").
- 5.3 Except for the Permitted Changes (as defined above), any amendments to the Implementation Plan and/or the Associated Plans referred to in paragraph 5.1 shall be subject to the prior written approval of the DCC in accordance with paragraph 5.7 of this Part.
- 5.4 The Contractor may amend the details of lower level plans (excluding those plans referred to under paragraph 5.1 of this Part except a Stage Plan that has already been approved by the DCC (for the purposes of this paragraph an "**Initially Approved Stage Plan**") where they do not change the Milestones, create new dependencies, impact the DCC's rights, remedies or obligations or impact the Contractor's rights, remedies or obligations or conflict with the then current Implementation Plan or High Level Plan.

Contractor may not alter Milestone Dates

- 5.5 The Contractor shall not, in any circumstances, alter or attempt to alter any of the Milestones (or any of the applicable Milestone Dates) or the current Master Milestone Table without the prior written approval of the DCC.

Periodic reviews by the Contractor

- 5.6 Without limiting the Contractor's obligations under paragraph 5.1 of this Part, the Contractor shall review and update the Implementation Plan and Associated Plans to which that paragraph refers so as to ensure that they are kept fully up-to-date and accurately reflect the then current status of the implementation of the Contractor Solution or the current Master Milestone Table (and otherwise continues to comply with the requirements of this Schedule 6.1):
 - (a) on a monthly basis; and
 - (b) within ten (10) Working Days after receiving notification from the DCC of any event identified by the DCC (acting reasonably) as requiring a revised Implementation Plan and/or any of such Associated Plans.

Approval of revised Implementation Plan and Associated Plans

- 5.7 Subject to Clause 10 of this Agreement, unless otherwise agreed by the DCC in writing, in relation to any updated version of, or other amendments to, the Implementation Plan and/or relevant Associated Plans under paragraph 5.3, 5.5 or 5.6 of this Part, the parties shall comply with the procedure set out in paragraph 2 (above) relating to the approval of the updated version of the

Implementation Plan and those Associated Plans referred to in paragraph 5.1 of this Part by the DCC.

Compliance with existing Implementation Plan and Associated Plans

- 5.8 Subject to Clause 10 of this Agreement, until such time as the updated Implementation Plan and/or relevant Associated Plan has been approved by the DCC in accordance with paragraph 5.7 of this Part, the parties shall (subject to paragraph 1.6 of this Part C) comply with the then current Implementation Plan and the Contractor shall comply with the then current Associated Plans.

PART D – GOVERNANCE ARRANGEMENTS AND REPORTING

1. OMB MEETINGS

- 1.1 The Service Implementation OMB (Operational Management Board) shall (as amongst the other OMBs but without implying any responsibility on the DCC or reducing any obligation of the Contractor) have primary responsibility for overseeing the implementation of the Contractor Solution and monitoring achievement of the Milestones generally.
- 1.2 At each meeting of the Service Implementation OMB during the Service Provider Implementation Phases, the parties shall:
- (a) review the current version of the High Level Plan;
 - (b) assess the status of the implementation of the Contractor Solution generally;
 - (c) review progress against each of the Milestones (including the Contractor Milestones and Other ESP Milestones); and
 - (d) identify any potential obstacles or other issues which may adversely affect the achievement of any of the Milestones (and determine appropriate causes of action to eliminate or mitigate such obstacles or other issues).
- 1.3 The Contractor shall comply with its obligations under Schedule 8.1 (Governance) regarding the conduct of, and attendance at, meetings of the Service Implementation OMB.
- 1.4 By no later than five (5) Working Days before each meeting of the Service Implementation OMB, the Contractor shall deliver to the DCC a copy of the current version of the High Level Plan or confirm that versions previously supplied are still current.

2. APPOINTMENT OF HEADS OF IMPLEMENTATION

- 2.1 Each party shall, subject to Clause 34, appoint an implementation manager (each, an "**Head of Implementation**") and provide written notification of such appointment to the other party.
- 2.2 The Contractor's Head of Implementation shall be responsible for ensuring that the Contractor (and the relevant Contractor Persons) complies with this Schedule 6.1, Schedule 6.2 (Testing and Acceptance) and Schedule 6.3 (Development Process). The Contractor shall ensure that its Head of Implementation has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor and the relevant Contractor Persons to comply with the requirements set out in this Schedule 6.1, Schedule 6.2 and Schedule 6.3.
- 2.3 The Contractor's Head of Implementation shall be deemed to be a member of the Key Personnel for the purposes of this Agreement.
- 2.4 The parties' Heads of Implementation shall liaise with one another in relation to all issues relevant to the implementation of the Contractor Solution and the

achievement of the Milestones, and all matters connected with this Schedule 6.1 and each party's compliance with it.

- 2.5 NOT USED.
- 2.6 Either party may request a meeting of the Heads of Implementation by giving the other not less than five (5) Working Days' written notice. Such meeting shall take place within five (5) Working Days after the date of such notice at a mutually convenient time and venue. For the avoidance of doubt, this paragraph 2.6 does not limit the ability of the Heads of Implementation to meet on a day-to-day basis in accordance with paragraph 2.4 of this Part as agreed by the parties from time to time.
- 2.7 Each party shall from time to time identify in writing to the other party one or more individuals who may cover for their Head of Implementation in the event of absence (each, a "**Deputy Head of Implementation**").
- 2.8 Each party's Deputy Head of Implementation (as defined above) shall have the same duties and authority as the party's Head of Implementation.

3. **Implementation Governance**

- 3.1 The Contractor's Head of Implementation shall report on the progress against Shared Milestones and Contractor Milestones and the associated Deliverables in writing to the DCC's Head of Implementation weekly (for the purposes of paragraphs 3.1 to 3.4 (inclusive) of this Part, the "**Weekly Progress Report**") in a form to be agreed with the DCC.
- 3.2 The Weekly Progress Report shall include:
- (a) a RAG status against each Shared Milestone and Contractor Milestone and each Deliverable;
 - (b) a narrative against any every item in the report particularly where the RAG status has changed;
 - (c) a summary of the status of key risks and issues;
 - (d) a narrative on any new risks and issues identified;
 - (e) a RAG status on the level of resource available to the implementation team;
 - (f) any changes to the forecast delivery dates of any Deliverable or product description for a Deliverable;
 - (g) details of any material changes made to the Stage Plan since the previous Weekly Progress Report, together with a copy of each current Stage Plan on reasonable prior request by the DCC; and
 - (h) an update on any change requests in progress.
- 3.3 The Contractor's Head of Implementation shall structure the Weekly Progress Report such that the status of Shared Milestones and Contractor Milestones

may be presented to all other organisations reliant on or contributing to any such Milestones.

- 3.4 The parties' Heads of Implementation shall meet to discuss the Weekly Progress Report (which may be a telephone meeting) and to allow for an early and open recognition of issues.

PART E - DEFINITIONS

1. In this Agreement:

"Associated Plans"	has the meaning given in paragraph 1.8 of Part C;
"CMSU"	has the meaning given in paragraph 2.5 of Part A;
"Commencement of Early User Integration"	has the meaning given in paragraph 1.6 of Appendix 3;
"Comms Hub Field Trial Aspects"	has the meaning given in paragraph 1.10 of Appendix 3;
"Contractor Cross-Liability Milestone"	has the meaning given in Appendix 1;
"Contractor First Cross-Liability Milestone"	has the meaning given in Appendix 1;
"Contractor Milestone"	has the meaning given in Appendix 1;
"Contractor Second Cross-Liability Milestone"	has the meaning given in Appendix 1;
"Coverage Field Trial Aspects"	has the meaning given in paragraph 1.10 of Appendix 3;
"Deputy Head of Implementation"	has the meaning given in paragraph 2.7 of Part D;
"Draft Implementation Plan"	has the meaning given in paragraph 1.6 of Part A;
"Early User Integration"	has the meaning given in paragraph 1.6 of Appendix 3;
"Enduring Phase"	has the meaning given in paragraph 2.1 of Part A;
"Field Trial Report"	has the meaning given in paragraph 1.10 of Appendix 3;
"Field Trials"	has the meaning given in paragraph 1.9 of Appendix 3;

"Field Trial Success Criteria"	has the meaning given in paragraph 1.12 of Appendix 3;
"Final Document Iteration"	has the meaning given in Appendix 1;
"FOT"	has the meaning given in paragraph 2.5 of Part A;
"Head of Implementation"	has the meaning given in paragraph 2.1 of Part D;
"High Level Plan"	has the meaning given in paragraph 1.2 of Part C;
"Implementation Phase"	has the meaning given in paragraph 2.2 of Part A;
"Implementation Plan"	has the meaning given in paragraph 1.1 of Part C;
"Implementation Stage"	has the meaning given in paragraph 1.1 of Appendix 3;
"Initial Mass Roll Out Phase"	has the meaning given in paragraph 2.5 of Part A;
"Integrated Solution Delivery Plan"	has the meaning given in paragraph 1.3 of Part C;
"Key Milestone"	has the meaning given in Appendix 1;
"Mass Roll Out Phase(s)"	has the meaning given in paragraph 2.5 of Part A;
"Master Milestone Table"	means the table forming part of the Implementation Plan addressing those matters addressed in the Master Milestone Table at the Signature Date (as set out in Appendix 1) as may be amended from time to time in accordance with this Agreement with the approval of the DCC;
"New Implementation"	has the meaning given in paragraph 3.1 of Part A;

"Other ESP Cross-Liability Milestone"	has the meaning given in Appendix 1;
"Other ESP First Cross-Liability Milestone"	has the meaning given in Appendix 1;
"Other ESP Milestones"	has the meaning given in Appendix 1;
"Other ESP Second Cross-Liability Milestone"	has the meaning given in Appendix 1;
"Post-Field Trial Activity"	has the meaning given in paragraph 1.14 of Appendix 3;
"Programme Milestones"	has the meaning given in Appendix 1;
"Service Provider Implementation Phases"	has the meaning given in paragraph 2.2 of Part A;
"Shared Milestones"	has the meaning given in Appendix 1;
"Stage Plan(s)"	has the meaning given in paragraph 1.5 of Part C;
"System Integration Strategy"	has the meaning given in paragraph 4.5 of Part A;
"Unconstrained Mass Roll Out Phase"	has the meaning given in paragraph 2.5 of Part A; and

Appendix 1 –Milestones for Implementation Plan and Associated Plans

Definitions and Interpretation

For the purposes of this Agreement (including any Implementation Plan):

- **"Effective Date of the Prime DSP Agreement"** means the "Effective Date" of the DCC's ESP Contract with the Prime DSP (as defined in such agreement);
- **"Programme Milestones"** means those Milestones listed as a Programme Milestone under the heading "Type" in the Master Milestone Table;
- **"Shared Milestones"** means those Milestones listed as a Shared Milestone under the heading "Type" in the Master Milestone Table;
- **"Contractor Milestone"** means those Milestones listed in the MS Coverage Table (below) and those Milestones listed as a CSP (North) Contractor Milestone under the heading "Type" in the Master Milestone Table;
- any Milestones listed in the Master Milestone Table that is not a Programme Milestone, Shared Milestone or Contractor Milestone as defined shall not be a Programme Milestone, Shared Milestone or Contractor Milestone and are referred to as **"Other ESP Milestones"**;
- **"Contractor Cross-Liability Milestone"** means a Contractor First Cross-Liability Milestone and/or Contractor Second Cross-Liability Milestone;
- **"Contractor First Cross-Liability Milestone"** means any Contractor Milestone indicated as a First Cross-Liability Milestone, in the "Key or Cross-Liability Milestone?" heading in the Master Milestone Table;
- **"Contractor Second Cross-Liability Milestone"** means any Contractor Milestone indicated as a Second Cross-Liability Milestone, in the "Key or Cross-Liability Milestone?" heading in the Master Milestone Table;
- **"Final Document Iteration"** means, in respect of a Relevant Document, the final Document Iteration of the Appropriate Doc Version of such Relevant Document as described in its Detailed Product Description (defined terms within this definition having the meaning given in Schedule 6.3 (Development Process));
- **"Other ESP Cross-Liability Milestone"** means an Other ESP First Cross-Liability Milestone and/or Other ESP Second Cross-Liability Milestone;
- **"Other ESP First Cross-Liability Milestone"** means any Other ESP Milestone indicated as a First Cross-Liability Milestone in the "Key or Cross-Liability Milestone?" heading in the Master Milestone Table;
- **"Other ESP Second Cross-Liability Milestone"** means any Other ESP Milestone indicated as a Second Cross-Liability Milestone in the "Key or Cross-Liability Milestone?" heading in the Master Milestone Table;

- **"Key Milestone"** means any Contractor Milestone indicated as a Key Milestone in the "Key or Cross-Liability Milestone?" heading in the Master Milestone Table and any Milestone indicated as a Key Milestone in the MS Coverage Table (below);
- the Contractor acknowledges that the DCC's ESP Contracts with the Prime CSPs and the Prime DSP include equivalent provisions to paragraph 4.5 of Part B of this Schedule. References to a Milestone being "Achieved" (and similar phrases) by a Prime CSP and/or the Prime DSP means that the equivalent of a Milestone Achievement Certificate has been issued by the DCC to the Prime CSP or Prime DSP (as appropriate) with respect to the achievement of such Milestone;
- unless the context requires otherwise capitalised terms under the "Description" and "Milestone Date" headings of Other ESP Milestones in the Master Milestone Table shall be interpreted in accordance with the equivalent defined terms under the relevant DCC Service Provider Contract (and references to Clauses or Schedules shall be read as references to such provisions in such DCC Service Provider Contract); and
- the requirements to Achieve each such Milestone in the Master Milestone Table shall include the achievement of all other requirements binding on the relevant External Service Provider in respect of that Milestone (including any set out in the Implementation Plan and Associated Plans or any Test Document (or the equivalents of such documents under the relevant DCC Service Provider Contract)).

Appropriate Doc Version

- For the purposes of this Appendix 1, **"Appropriate Doc Version"** means the Relevant Document to be produced pursuant to the latest Current Version, Notification Version and/or Designated Version (as appropriate) of each relevant SEC Subsidiary Document under the Detailed Product Description. For the further avoidance of doubt, there may be an Appropriate Doc Version prior to the existence of a Notification Version or Designated Version of relevant SEC Subsidiary Documents.

Master Milestone Table

For the purposes of this Agreement, the following table is the Master Milestone Table as at the Signature Date:

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
Pre-Integration Phase (Mobilisation)					
C1a	CSP (North) Contractor Milestone	Initial draft of ISMS and Security Management Plan	Initial drafts of <ul style="list-style-type: none"> • ISMS; and • Security Management Plan, delivered to DCC in accordance with Schedule 2.5 (Security Management Plan).	The later of: (i) 20 Working Days after Signature Date; and (ii) 7 October 2013	No
C1b	CSP (Central) Contractor Milestone	Initial draft of ISMS and Security Management Plan	Initial drafts of <ul style="list-style-type: none"> • ISMS; and • Security Management Plan, delivered to DCC in accordance with Schedule 2.5 (Security Management Plan).	The later of: (i) 20 Working Days after Effective Date; and (ii) 27 September 2013	No
C1c	CSP (South) Contractor Milestone	Initial draft of ISMS and Security Management Plan	Initial drafts of <ul style="list-style-type: none"> • ISMS; and • Security Management Plan, delivered to DCC in accordance with Schedule 2.5 (Security Management Plan).	The later of: (i) 20 Working Days after Effective Date; and (ii) 27 September 2013	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D1	DSP Contractor Milestone	Initial draft of ISMS and Security Management Plan	Initial drafts of <ul style="list-style-type: none"> • ISMS; and • Security Management Plan, delivered to DCC in accordance with Schedule 2.5 (Security Management Plan).	The later of: (i) 20 Working Days after the Effective Date; and (ii) 20 September 2013	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C2Xa	CSP (North) Contractor Milestone	Mobilisation complete (with the exception of the ISMS & Security Management Plan Approval)	<ul style="list-style-type: none"> • A planned mobilisation activity has happened allowing (in the reasonable opinion of the DCC (not to be unreasonably withheld or delayed)) a sound basis going forward, including: <ul style="list-style-type: none"> ○ appropriate, up-to-date and fully baselined Implementation Plan and High Level Plan approved by the DCC (as opposed to the Draft Implementation Plan); ○ appropriate, up-to-date and fully baselined Stage Plans for each of the Mobilisation Stage and Design Stage and Project Initiation Documents prepared as required under the Agreement; and ○ required resources are in place for remaining Milestone Dates to be Achievable; • Achievement of Milestone(s) C1a; • plan for Mobilisation Stage produced by the Contractor; • all Detailed Product Descriptions for all Relevant Documents approved by the DCC in accordance with Part D of Schedule 6.3 (Development Process)). 	29 January 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C2Xb	CSP (Central) Contractor Milestone	Mobilisation complete (with the exception of the ISMS & Security Management Plan Approval)	<ul style="list-style-type: none"> • A planned mobilisation activity has happened allowing (in the reasonable opinion of the DCC (not to be unreasonably withheld or delayed)) a sound basis going forward, including: <ul style="list-style-type: none"> ○ appropriate, up-to-date and fully baselined Implementation Plan and High Level Plan approved by the DCC (as opposed to the Draft Implementation Plan); ○ appropriate, up-to-date and fully baselined Stage Plans for each of the Mobilisation Stage and Design Stage and Project Initiation Documents prepared as required under the Agreement; and ○ required resources are in place for remaining Milestone Dates to be Achievable; • Achievement of Milestone(s) C1b; • plan for Mobilisation Stage produced by the Contractor; • all Detailed Product Descriptions for all Relevant Documents approved by the DCC in accordance with Part D of Schedule 6.3 (Development Process)). 	29 November 2013	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C2Xc	CSP (South) Contractor Milestone	Mobilisation complete (with the exception of the ISMS & Security Management Plan Approval)	<ul style="list-style-type: none"> • A planned mobilisation activity has happened allowing (in the reasonable opinion of the DCC (not to be unreasonably withheld or delayed)) a sound basis going forward, including: <ul style="list-style-type: none"> ○ appropriate, up-to-date and fully baselined Implementation Plan and High Level Plan approved by the DCC (as opposed to the Draft Implementation Plan); ○ appropriate, up-to-date and fully baselined Stage Plans for each of the Mobilisation Stage and Design Stage and Project Initiation Documents prepared as required under the Agreement; and ○ required resources are in place for remaining Milestone Dates to be Achievable; • Achievement of Milestone(s) C1c; • plan for Mobilisation Stage produced by the Contractor; • all Detailed Product Descriptions for all Relevant Documents approved by the DCC in accordance with Part D of Schedule 6.3 (Development Process)). 	29 November 2013	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C2a	CSP (North) Contractor Milestone	Mobilisation complete (including ISMS & Security Management Plan Approval)	<ul style="list-style-type: none"> • A planned mobilisation activity has happened allowing (in the reasonable opinion of the DCC (not to be unreasonably withheld or delayed)) a sound basis going forward, including: <ul style="list-style-type: none"> ○ appropriate, up-to-date and fully baselined Implementation Plan and High Level Plan approved by the DCC (as opposed to the Draft Implementation Plan); ○ appropriate, up-to-date and fully baselined Stage Plans for each of the Mobilisation Stage and Design Stage and Project Initiation Documents prepared as required under the Agreement; and ○ required resources are in place for remaining Milestone Dates to be Achievable; • Achievement of Milestone(s) C1a; • plan for Mobilisation Stage produced by the Contractor; • all Detailed Product Descriptions for all Relevant Documents approved by the DCC in accordance with Part D of Schedule 6.3 (Development Process)); • ISMS and Security Management Plans approved by the DCC in accordance with paragraph 4 of Part B of Schedule 2.5 (Security Management Plan). 	29 th January 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C2b	CSP (Central) Contractor Milestone	Mobilisation complete (including ISMS & Security Management Plan Approval)	<ul style="list-style-type: none"> • A planned mobilisation activity has happened allowing (in the reasonable opinion of the DCC (not to be unreasonably withheld or delayed)) a sound basis going forward, including: <ul style="list-style-type: none"> ○ appropriate, up-to-date and fully baselined Implementation Plan and High Level Plan approved by the DCC (as opposed to the Draft Implementation Plan); ○ appropriate, up-to-date and fully baselined Stage Plans for each of the Mobilisation Stage and Design Stage and Project Initiation Documents prepared as required under the Agreement; and ○ required resources are in place for remaining Milestone Dates to be Achievable; • Achievement of Milestone(s) C1b; • plan for Mobilisation Stage produced by the Contractor; • all Detailed Product Descriptions for all Relevant Documents approved by the DCC in accordance with Part D of Schedule 6.3 (Development Process)); • ISMS and Security Management Plans approved by the DCC in accordance with paragraph 4 of Part B of Schedule 2.5 (Security Management Plan). 	The later of (i) 110 Working Days after the Effective Date; and (ii) 5 February 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C2c	CSP (South) Contractor Milestone	Mobilisation complete (including ISMS & Security Management Plan Approval)	<ul style="list-style-type: none"> • A planned mobilisation activity has happened allowing (in the reasonable opinion of the DCC (not to be unreasonably withheld or delayed)) a sound basis going forward, including: <ul style="list-style-type: none"> ○ appropriate, up-to-date and fully baselined Implementation Plan and High Level Plan approved by the DCC (as opposed to the Draft Implementation Plan); ○ appropriate, up-to-date and fully baselined Stage Plans for each of the Mobilisation Stage and Design Stage and Project Initiation Documents prepared as required under the Agreement; and ○ required resources are in place for remaining Milestone Dates to be Achievable; • Achievement of Milestone(s) C1c; • plan for Mobilisation Stage produced by the Contractor; • all Detailed Product Descriptions for all Relevant Documents approved by the DCC in accordance with Part D of Schedule 6.3 (Development Process)); <p>ISMS and Security Management Plans approved by the DCC in accordance with paragraph 4 of Part B of Schedule 2.5 (Security Management Plan).</p>	The later of (i) 110 Working Days after the Effective Date; and (ii) 5 February 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D2	DSP Contractor Milestone	Completion of System Integration Strategy	An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of the System Integration Strategy (in accordance with Part E and Appendix 2 of Schedule 6.3 (Development Process)).	18/10/2013	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D2X	DSP Contractor Milestone	Mobilisation complete (with the exception of the ISMS and Security Management Plan approval)	<ul style="list-style-type: none"> • A planned mobilisation activity has happened allowing (in the reasonable opinion of the DCC (not to be unreasonably withheld or delayed)) a sound basis going forward, including: <ul style="list-style-type: none"> ○ appropriate, up-to-date and fully baselined Implementation Plan, High Level Plan and Integrated Solution Delivery Plan approved by DCC; ○ appropriate, up-to-date and fully baselined Stage Plans for Mobilisation and Design Implementation Stages and Project Initiation Document prepared as required under this Agreement; and ○ required resources are in place for remaining Milestone Dates to be Achievable; • Achievement of Milestone(s) D1 and D2; • Plan for Mobilisation produced by Prime DSP; and • All Detailed Product Descriptions for Relevant Documents SD1 to SD10 inclusive approved by the DCC in accordance with Part D of Schedule 6.3 (Development Process). 	Fri 29/11/2013	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D3	DSP Contractor Milestone	Mobilisation complete	<ul style="list-style-type: none"> • A planned mobilisation activity has happened allowing (in the reasonable opinion of the DCC (not to be unreasonably withheld or delayed)) a sound basis going forward, including: <ul style="list-style-type: none"> ○ appropriate, up-to-date and fully baselined Implementation Plan, High Level Plan and Integrated Solution Delivery Plan (as opposed to the Draft Implementation Plan) approved by the DCC; ○ appropriate, up-to-date and fully baselined Stage Plans for each of the Mobilisation Stage and Design Stage and Project Initiation Document prepared as required under this Agreement; and ○ required resources are in place for remaining Milestone Dates to be Achievable; • Achievement of Milestone(s) D1, D2 and D2x; • plan for Mobilisation Stage produced by Prime DSP; • all Detailed Product Descriptions for Relevant Documents SD1 to SD 10 (inclusive) approved by the DCC in accordance with Part D of Schedule 6.3 (Development Process); • ISMS and Security Management Plans approved by the DCC in accordance with paragraph 4 of Part B of Schedule 2.5 (Security Management Plan). 	The later of: (i) 110 Working Days after the Effective Date; and (ii) 5 February 2014.	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
CH1a	CSP (North) Contractor Milestone	Proposed ICHIS submitted to DCC	Initial submission to DCC of first Document Iteration of ICHIS in accordance with Part E of Schedule 6.3 (Development Process) and agreed between each of CSP (North), CSP (Central) and CSP (South).	29 November 2013	No
CH1b	CSP (Central) Contractor Milestone	Proposed ICHIS submitted to DCC	Initial submission to DCC of first Document Iteration of ICHIS in accordance with Part E of Schedule 6.3 (Development Process) and agreed between each of CSP (North), CSP (Central) and CSP (South).	29 November 2013	No
CH1c	CSP (South) Contractor Milestone	Proposed ICHIS submitted to DCC	Initial submission to DCC of first Document Iteration of ICHIS in accordance with Part E of Schedule 6.3 (Development Process) and agreed between each of CSP (North), CSP (Central) and CSP (South).	29 November 2013	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
CH2a	CSP (North) Contractor Milestone	Final ICHIS submitted to DCC and approved	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of ICHIS in accordance with Part E of Schedule 6.3 (Development Process); and • the DCC is in receipt of written confirmation from each of the Prime CSPs that such document: <ul style="list-style-type: none"> ○ is agreed by each of the Prime CSPs; and ○ incorporates all comments (except those the DCC has elected should be ignored): <ul style="list-style-type: none"> ▪ from DCC's industry consultation into the iteration; and ▪ following all prototype testing in connection with ICHIS as required by Schedule 11 (Communications Hub). 	28 February 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
CH2b	CSP (Central) Contractor Milestone	Final ICHIS submitted to DCC and approved	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of ICHIS in accordance with Part E of Schedule 6.3 (Development Process); and • the DCC is in receipt of written confirmation from each of the Prime CSPs that such document: <ul style="list-style-type: none"> ○ is agreed by each of the Prime CSPs; and ○ incorporates all comments (except those the DCC has elected should be ignored): <ul style="list-style-type: none"> ▪ from DCC's industry consultation into the iteration; and • following all prototype testing in connection with ICHIS as required by Schedule 11 (Communications Hub). 	28 February 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
CH2c	CSP (South) Contractor Milestone	Final ICHIS submitted to DCC and approved	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of ICHIS in accordance with Part E of Schedule 6.3 (Development Process); and • the DCC is in receipt of written confirmation from each of the Prime CSPs that such document: <ul style="list-style-type: none"> ○ is agreed by each of the Prime CSPs; and ○ incorporates all comments (except those the DCC has elected should be ignored): <ul style="list-style-type: none"> ▪ from DCC's industry consultation into the iteration; and • following all prototype testing in connection with ICHIS as required by Schedule 11 (Communications Hub). 	28 February 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
S1	Shared	End of Joint Mobilisation	<ul style="list-style-type: none"> Up-to-date Integrated Solution Delivery Plan (that is consistent with the Associated Plans and complies with the Contractor's obligations under this Agreement) approved by the DCC under paragraph 2 of Part C of this Schedule 6.1; and Achievement by the Contractor of all Milestone(s) referred to in C2 or D3 above that are Contractor Milestone(s); together with Achievement by all other External Service Providers (including all Prime CSPs) of all Milestone(s) referred to in C2 or D3 above that are Other ESP Milestone(s). 	The later of: (i) 110 Working Days after the Effective Date of the Prime DSP Agreement; and (ii) 5 February 2014.	No
Pre-Integration Phase (Design)					
C3Aa	CSP (North) Contractor Milestone	Field Trials Complete (Coverage)	<ul style="list-style-type: none"> Field Trial Success Criteria achieved with respect to all Coverage Field Trial Aspects; and all Post- Field Trial Activities complete with respect to all Coverage Field Trial Aspects, <p>(as further described in Appendix 3 of Schedule 6.1 of the relevant Prime CSP's ESP Contract).</p>	28 February 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C3Ab	CSP (Central) Contractor Milestone	Field Trials Complete (Coverage)	<ul style="list-style-type: none"> Field Trial Success Criteria achieved with respect to all Coverage Field Trial Aspects; and all Post- Field Trial Activities complete with respect to all Coverage Field Trial Aspects, (as further described in Appendix 3 of Schedule 6.1 of the relevant Prime CSP's ESP Contract). 	31 January 2014	No
C3Ac	CSP (South) Contractor Milestone	Field Trials Complete (Coverage)	<ul style="list-style-type: none"> Field Trial Success Criteria achieved with respect to all Coverage Field Trial Aspects; and all Post- Field Trial Activities complete with respect to all Coverage Field Trial Aspects, (as further described in Appendix 3 of Schedule 6.1 of the relevant Prime CSP's ESP Contract). 	31 January 2014	No
C3Ba	CSP (North) Contractor Milestone	Field Trials Complete (Communications Hub)	<ul style="list-style-type: none"> Field Trial Success Criteria achieved with respect to all Comms Hub Field Trial Aspects; and all Post- Field Trial Activities complete with respect to all Comms Hub Field Trial Aspects, (as further described in Appendix 3 of Schedule 6.1 of the relevant Prime CSP's ESP Contract). 	30 June 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C3Bb	CSP (Central) Contractor Milestone	Field Trials Complete (Communications Hub)	<ul style="list-style-type: none"> Field Trial Success Criteria achieved with respect to all Comms Hub Field Trial Aspects; and all Post- Field Trial Activities complete with respect to all Comms Hub Field Trial Aspects, (as further described in Appendix 3 of Schedule 6.1 of the relevant Prime CSP's ESP Contract). 	31 January 2014	No
C3Bc	CSP (South) Contractor Milestone	Field Trials Complete (Communications Hub)	<ul style="list-style-type: none"> Field Trial Success Criteria achieved with respect to all Comms Hub Field Trial Aspects; and all Post- Field Trial Activities complete with respect to all Comms Hub Field Trial Aspects, (as further described in Appendix 3 of Schedule 6.1 of the relevant Prime CSP's ESP Contract). 	31 January 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C4a	CSP (North) Contractor Milestone	Solution Design complete	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of each of the Contractor Solution Design Documents as defined in and in each case in accordance with Schedule 6.3 (Development Process); • Milestone reference C3Aa Achieved; • Shared Milestone reference S1 Achieved; • all Test Approaches that are Contractor's Test Documents approved by the DCC in accordance with Schedule 6.2 (Testing and Acceptance) and up-to-date; and • the DCC (acting reasonably) does not believe there are any remaining material concerns with regard to the design (including any Contractor Solution Design Document) of the SMWAN (including the NMC and/or any of Zone A (save the row referring to Communications Hub), Zone B or Zone C of the Reference Architecture set out in Appendix A of Schedule 4.1 (Contractor Solution)). 	28 February 2014	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C4b	CSP (Central) Contractor Milestone	Solution Design complete	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of each of the Contractor Solution Design Documents as defined in and in each case in accordance with Schedule 6.3 (Development Process); • Milestone reference C3Ab Achieved; • Shared Milestone reference S1 Achieved; • all Test Approaches that are Contractor's Test Documents approved by the DCC in accordance with Schedule 6.2 (Testing and Acceptance) and up-to-date; and • the DCC (acting reasonably) does not believe there are any remaining material concerns with regard to the design (including any Contractor Solution Design Document) of the SMWAN (including the NMC and/or any of Zone A (save the row referring to Communications Hub), Zone B or Zone C of the Reference Architecture set out in Appendix A of Schedule 4.1 (Contractor Solution)). 	28 February 2014	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C4c	CSP (South) Contractor Milestone	Solution Design complete	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of each of the Contractor Solution Design Documents as defined in and in each case in accordance with Schedule 6.3 (Development Process); • Milestone reference C3Ac Achieved; • Shared Milestone reference S1 Achieved; • all Test Approaches that are Contractor's Test Documents approved by the DCC in accordance with Schedule 6.2 (Testing and Acceptance) and up-to-date; and • the DCC (acting reasonably) does not believe there are any remaining material concerns with regard to the design (including any Contractor Solution Design Document) of the SMWAN (including the NMC and/or any of Zone A (save the row referring to Communications Hub), Zone B or Zone C of the Reference Architecture set out in Appendix A of Schedule 4.1 (Contractor Solution)). 	28 February 2014	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C5a	CSP (North) Contractor Milestone	Service Management Framework complete	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of each of the Service Management Framework documents and the Final Document Iteration of the Contractor Solution Design Document SD11, as defined in and in each case in accordance with Schedule 6.3 (Development Process); • Shared Milestone reference S1 Achieved; • all Test Approaches that are Contractor's Test Documents and due to be in final version and to have been approved by the DCC in accordance with Part B of Schedule 6.2 (Testing and Acceptance) by the Milestone Date are approved by the DCC in accordance with Schedule 6.2 and are up-to-date; • the DCC (acting reasonably) does not believe there are any remaining material concerns with regard to the design of any service management aspect of the Contractor Solution. 	30 June 2014	

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C5b	CSP (Central) Contractor Milestone	Service Management Framework complete	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of each of the Service Management Framework documents and the Final Document Iteration of the Contractor Solution Design Document SD11, as defined in and in each case in accordance with Schedule 6.3 (Development Process); • Shared Milestone reference S1 Achieved; • all Test Approaches that are Contractor's Test Documents and due to be in final version and to have been approved by the DCC in accordance with Part B of Schedule 6.2 (Testing and Acceptance) by the Milestone Date are approved by the DCC in accordance with Schedule 6.2 and are up-to-date; • the DCC (acting reasonably) does not believe there are any remaining material concerns with regard to the design of any service management aspect of the Contractor Solution. 	30 June 2014	

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C5c	CSP (South) Contractor Milestone	Service Management Framework complete	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of each of the Service Management Framework documents and the Final Document Iteration of the Contractor Solution Design Document SD11, as defined in and in each case in accordance with Schedule 6.3 (Development Process); • Shared Milestone reference S1 Achieved; • all Test Approaches that are Contractor's Test Documents and due to be in final version and to have been approved by the DCC in accordance with Part B of Schedule 6.2 (Testing and Acceptance) by the Milestone Date are approved by the DCC in accordance with Schedule 6.2 and are up-to-date; and • the DCC (acting reasonably) does not believe there are any remaining material concerns with regard to the design of any service management aspect of the Contractor Solution. 	30 June 2014	

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
CH3a	CSP (North) Contractor Milestone	Communications Hub Specification and Support Materials complete	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of each of the Communications Hub Documents, as defined in and in each case in accordance with Schedule 6.3 (Development Process); • Milestone CH2a Achieved; • the DCC (acting reasonably) does not believe there are any remaining material concerns with regard to the design of the Communications Hub and in particular with regards its alignment to the GB Companion Specification; and • the Implementation Plan and Associated Plans are up-to-date and include the activities required for Communications Hubs to be accredited and/or certified as required under this Agreement and (save for the Stage Plans) and have been approved by DCC. 	30 September 2014	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
CH3b	CSP (Central) Contractor Milestone	Communications Hub Specification and Support Materials complete	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of each of the Communications Hub Documents, as defined in and in each case in accordance with Schedule 6.3 (Development Process); • Milestone CH2b Achieved; • the DCC (acting reasonably) does not believe there are any remaining material concerns with regard to the design of the Communications Hub and in particular with regards its alignment to the GB Companion Specification; and • the Implementation Plan and Associated Plans are up-to-date and include the activities required for Communications Hubs to be accredited and/or certified as required under this Agreement and (save for the Stage Plans) and have been approved by DCC. 	28 February 2014	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
CH3c	CSP (South) Contractor Milestone	Communications Hub Specification and Support Materials complete	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of each of the Communications Hub Documents, as defined in and in each case in accordance with Schedule 6.3 (Development Process); • Milestone CH2c Achieved; • the DCC (acting reasonably) does not believe there are any remaining material concerns with regard to the design of the Communications Hub and in particular with regards its alignment to the GB Companion Specification; and • the Implementation Plan and Associated Plans are up-to-date and include the activities required for Communications Hubs to be accredited and/or certified as required under this Agreement and (save for the Stage Plans) and have been approved by DCC. 	28 February 2014	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D4	DSP Contractor Milestone	DCC Self-Service Interface Specification	<ul style="list-style-type: none"> An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of all Interface Specifications (in accordance with Part E of Schedule 6.3 (Development Process)) relating to the DCC Self-Service Interface; and such Interface Specifications are aligned to the previously agreed Code of Connection for the DCC Self-Service Interface (as agreed with the DCC pursuant to Schedule 6.3 (Development Process)). 	31/12/2013	No
D5	DSP Contractor Milestone	Registration System Interface Specification	<ul style="list-style-type: none"> An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of all Interface Specifications (in accordance with Schedule 6.3 (Development Process)) relating to the Registration System Interface; and such Interface Specifications are aligned to the previously agreed Code of Connection for the DCC Registration System Interface (as agreed with the DCC pursuant to Schedule 6.3 (Development Process)). 	31/12/2013	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D6	DSP Contractor Milestone	DCC User Gateway Interface Specification	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of all Interface Specifications (in accordance with Schedule 6.3 (Development Process)) relating to the DCC User Gateway Interface; and • such Interface Specifications are aligned to the previously agreed Code of Connection for the DCC User Gateway Interface (as agreed with the DCC pursuant to Schedule 6.3 (Development Process)). 	31/12/2013	No
D7	DSP Contractor Milestone	DCC Enterprise Systems Interface Specification	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of all Interface Specifications (in accordance with Schedule 6.3 (Development Process)) relating to the DCC Enterprise Systems Interface; and • such Interface Specifications are aligned to the previously agreed Code of Connection for the DCC Enterprise Systems Interface. 	31/12/2013	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D8	DSP Contractor Milestone	DCC SMWAN Gateway Interface Specification	<ul style="list-style-type: none"> • DCC SMWAN Gateway Interface Specifications have been agreed with each Prime CSP (and approved by DCC) in accordance with Part G of Schedule 6.3 (Development Process); and • such DCC SMWAN Gateway Interface Specifications are aligned to previously agreed Codes of Connection for each relevant DCC SMWAN Gateway Interface (as developed with the relevant Prime CSP(s) under the Co-operation Agreement(s) and approved by the DCC pursuant to Part G of Schedule 6.3 (Development Process)). 	29/11/2013	No
D8A	DSP Contractor Milestone	SMS Solution Design complete	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC to the Prime DSP in respect of the Final Document Iteration of each of the Contractor Solution Design Documents SD1 to SD10 inclusive as defined in and in each case in accordance with Schedule 6.3 (Development Process); • Achievement by the Prime DSP of Contractor Milestone(s) D4, D5, D6, D7 and D8. 	28/02/2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D9	DSP Contractor Milestone	DCC Service Management System Interface Specification	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of all Interface Specifications (in accordance with Schedule 6.3 (Development Process)) relating to the DCC Service Management System Interface; and • such Interface Specifications are aligned to the previously agreed Code of Connection for the DCC Service Management System Interface (as developed with the relevant Prime CSP(s) under the Co-operation Agreement(s) and approved by the DCC pursuant to Schedule 6.3 (Development Process)). 	30/04/2014	No
S1A	Shared	All SMS Solution Designs Agreed	<ul style="list-style-type: none"> • Achievement by the Contractor of all Milestones referred to in D8A or C4 above that are Contractor Milestones; together with • Achievement by other External Service Providers (including all Prime CSPs) of all Other ESP Milestone(s) referred to in D8A or C4 above that are not Contractor Milestones; and • Achievement of Shared Milestone reference S1. 	28/02/2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D10	DSP Contractor	Solution Design complete	<ul style="list-style-type: none"> • An Authority to Proceed Notice has been issued by the DCC in respect of the Final Document Iteration of each of the Contractor Solution Design Documents and Service Management Framework documents as defined in and in each case in accordance with Schedule 6.3 (Development Process); • Contractor Milestones D8A and D9 Achieved by the Prime DSP; • Shared Milestone reference S1 and S1A Achieved; • each of (i) the Test Strategy; and (ii) all Test Approaches that are Contractor's Test Documents and due to be in final version and to have been approved by the DCC in accordance with Part B of Schedule 6.2 (Testing and Acceptance) by the Milestone Date, have in each case been approved by the DCC in accordance with Schedule 6.2 and are up-to-date; and • the DCC (acting reasonably) has no documented and reasonable grounds for believing that there are any remaining material concerns with regard to the design of the Contractor Solution that are likely to result in the Contractor failing to comply with its obligations under this Agreement. 	30/06/2014	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
S2	Shared	All Solution Designs Agreed	<ul style="list-style-type: none"> Achievement by the Contractor of all Milestone(s) referred to in D10, C3A, C3B, C4 or C5 above that are Contractor Milestones; together with Achievement by other External Service Providers (including all Prime CSPs) of all Other ESP Milestone(s) referred to in D10, C3A, C3B, C4 or C5 above that are Other ESP Milestone(s); and Achievement of Shared Milestone reference S1 and S1A. 	30/06/2014	No
Pre-Integration Phase (Build and Testing)					
CH4a	CSP (North) Contractor Milestone	Communications Hub Protocol Certification Complete	<ul style="list-style-type: none"> Milestone CH3a Achieved; and all Communications Hub variants the CSP (North) shall use in connection with any activities to be conducted during System Integration Phase and User Integration Phase have been Zigbee Certified and DLMS/COSEM Certified in accordance with paragraph 19 of Schedule 11 (Communications Hub). 	30 September 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
CH4b	CSP (Central) Contractor Milestone	Communications Hub Protocol Certification Complete	<ul style="list-style-type: none"> • Milestone CH3b Achieved; and • all Communications Hub variants the CSP (Central) shall use in connection with any activities to be conducted during System Integration Phase and User Integration Phase have been Zigbee Certified and DLMS/COSEM Certified in accordance with paragraph 19 of Schedule 11 (Communications Hub). 	30 June 2014	No
CH4c	CSP (South) Contractor Milestone	Communications Hub Protocol Certification Complete	<ul style="list-style-type: none"> • Milestone CH3c Achieved; and • all Communications Hub variants the CSP (South) shall use in connection with any activities to be conducted during System Integration Phase and User Integration Phase have been Zigbee Certified and DLMS/COSEM Certified in accordance with paragraph 19 of Schedule 11 (Communications Hub). 	30 June 2014	No
CH5a	CSP (North) Contractor Milestone	Communications Hub Security Certification Complete	<ul style="list-style-type: none"> • Milestone CH3a Achieved; and • all Communications Hub variants the CSP (North) shall use in connection with any activities to be conducted during Mass Roll Out Phases have been Security Certified (including under the CPA) in accordance with paragraph 19 of Schedule 11 (Communications Hub). 	31 December 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
CH5b	CSP (Central) Contractor Milestone	Communications Hub Security Certification Complete	<ul style="list-style-type: none"> • Milestone CH3b Achieved; and • all Communications Hub variants the CSP (Central) shall use in connection with any activities to be conducted during Mass Roll Out Phases have been Security Certified (including under the CPA) in accordance with paragraph 19 of Schedule 11 (Communications Hub). 	30 June 2014	No
CH5c	CSP (South) Contractor Milestone	Communications Hub Security Certification Complete	<ul style="list-style-type: none"> • Milestone CH3c Achieved; and • all Communications Hub variants the CSP (South) shall use in connection with any activities to be conducted during Mass Roll Out Phases have been Security Certified (including under the CPA) in accordance with paragraph 19 of Schedule 11 (Communications Hub). 	30 June 2014	No
C6a	CSP (North) Contractor Milestone	Unit Testing Complete	Unit Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	11 July 2014	No
C6b	CSP (Central) Contractor Milestone	Unit Testing Complete	Unit Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	31 July 2014	No
C6c	CSP (South) Contractor Milestone	Unit Testing Complete	Unit Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	31 July 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C7a	CSP (North) Contractor Milestone	Link Testing Complete	Link Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	8 August 2014	No
C7b	CSP (Central) Contractor Milestone	Link Testing Complete	Link Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	31 July 2014	No
C7c	CSP (South) Contractor Milestone	Link Testing Complete	Link Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	31 July 2014	No
C8a	CSP (North) Contractor Milestone	System Testing Complete	System Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	19 September 2014	No
C8b	CSP (Central) Contractor Milestone	System Testing Complete	System Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	7 October 2014	No
C8c	CSP (South) Contractor Milestone	System Testing Complete	System Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	7 October 2014	No
C9a	CSP (North) Contractor Milestone	FAT Complete	FAT Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	31 October 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C9b	CSP (Central) Contractor Milestone	FAT Complete	FAT Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	28 November 2014	No
C9c	CSP (South) Contractor Milestone	FAT Complete	FAT Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	28 November 2014	No
C10a	CSP (North) Contractor Milestone	Pre-Integration testing complete	Test Phase Complete Certificate issued by DCC in respect of Pre-Integration Test Phase.	31 October 2014	No
C10b	CSP (Central) Contractor Milestone	Pre-Integration testing complete	Test Phase Complete Certificate issued by DCC in respect of Pre-Integration Test Phase.	28 November 2014	No
C10c	CSP (South) Contractor Milestone	Pre-Integration testing complete	Test Phase Complete Certificate issued by DCC in respect of Pre-Integration Test Phase.	28 November 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C11a	CSP (North) Contractor Milestone	Service management ready	<ul style="list-style-type: none"> • Service management is ready to be provided in accordance with the Contractor's obligations under this Agreement to the extent required during or prior to the Pre-Integration Phase (including under the designs and Implementation Plan and Associated Plans) including that (to the DCC's reasonable satisfaction): <ul style="list-style-type: none"> ○ all processes are in place to meet the Service Management Framework and any applicable designs; ○ service management tools are installed and configured (to meet the Service Management Framework and any applicable designs); ○ Contractor Personnel recruited and trained as per resource profile; ○ Service desk telephony, email and tools configured and tested; ○ monitoring tools configured and tested; ○ processes tested including all interfaces to DCC; and • Milestone reference C10a Achieved. 	31 October 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C11b	CSP (Central) Contractor Milestone	Service management ready	<ul style="list-style-type: none"> • Service management is ready to be provided in accordance with the Contractor's obligations under this Agreement to the extent required during or prior to the Pre-Integration Phase (including under the designs and Implementation Plan and Associated Plans) including that (to the DCC's reasonable satisfaction): <ul style="list-style-type: none"> ○ all processes are in place to meet the Service Management Framework and any applicable designs; ○ service management tools are installed and configured (to meet the Service Management Framework and any applicable designs); ○ Contractor Personnel recruited and trained as per resource profile; ○ Service desk telephony, email and tools configured and tested; ○ monitoring tools configured and tested; ○ processes tested including all interfaces to DCC; and • Milestone reference C10b Achieved. 	28 November 2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C11c	CSP (South) Contractor Milestone	Service management ready	<ul style="list-style-type: none"> • Service management is ready to be provided in accordance with the Contractor's obligations under this Agreement to the extent required during or prior to the Pre-Integration Phase (including under the designs and Implementation Plan and Associated Plans) including that (to the DCC's reasonable satisfaction): <ul style="list-style-type: none"> ○ all processes are in place to meet the Service Management Framework and any applicable designs; ○ service management tools are installed and configured (to meet the Service Management Framework and any applicable designs); ○ Contractor Personnel recruited and trained as per resource profile; ○ Service desk telephony, email and tools configured and tested; ○ monitoring tools configured and tested; ○ processes tested including all interfaces to DCC; and • Milestone reference C10c Achieved. 	28 November 2014	No
D10A	DSP Contractor	Unit Testing Complete	Unit Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	Mon 28/07/2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D11	DSP Contractor Milestone	Link Testing Complete	Link Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	Mon 28/07/2014	No
D12	DSP Contractor Milestone	System Testing Complete	System Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	Tues 14/10/2014	No
D13	DSP Contractor Milestone	FAT Complete	FAT Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	Fri 14/11/2014	No
D14	DSP Contractor Milestone	Pre-Integration testing complete	Test Phase Complete Certificate issued by DCC in respect of Pre-Integration Test Phase.	Fri 21/11/2014	No
D15	DSP Contractor Milestone	Solution Build complete	<ul style="list-style-type: none"> DCC Data Systems built and all related Documentation delivered and approved by DCC in accordance with the Prime DSP's obligations during or prior to the Pre-Integration Phase (including under the designs, Implementation Plan and Associated Plans); and Milestone references D16 and D14 Achieved. 	Fri 31/10/2014	No
D16	DSP Contractor Milestone	Service Management Solution Build complete	DCC Service Management System built and all related Documentation delivered and approved by DCC in accordance with Prime DSP's obligations during or prior to the Pre-Integration Phase (including in accordance with the Service Management Framework and Implementation Plan).	Tues 30/09/2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D17	DSP Contractor Milestone	IT Hosting Services built	<ul style="list-style-type: none"> • Hosting environment(s) have been built and all related Documentation delivered and approved by DCC in accordance with Prime DSP's obligations during or prior to the User Integration Phase (including under the designs and Implementation Plan and Associated Plans), including that (to the DCC's reasonable satisfaction): <ul style="list-style-type: none"> ○ all hosting works complete including (as required) security, power, air-conditioning and fire detection / suppression; ○ Assets purchased and delivered to meet the design; ○ Assets tagged and entered into a Contractor CMDB; ○ all equipment installed in line with manufacturer's standards ○ all equipment configured to meet the design via repeatable scripts; ○ build logs inspected; and • Milestones reference D16 and D14 Achieved. 	31/03/2015	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D18	DSP Contractor Milestone	Service management ready	<ul style="list-style-type: none"> • The Prime DSP complied with all obligations during or prior to the Pre-Integration Phase (including under the designs and Implementation Plan and Associated Plans), including that (to the DCC's reasonable satisfaction): <ul style="list-style-type: none"> ○ all processes are in place to meet the Service Management Framework ○ service management tools installed and configured (to meet the Service Management Framework and any applicable designs); ○ Contractor Personnel recruited and trained as per resource profile; ○ Service desk telephony, email and tools configured and tested ○ monitoring tools configured and tested ○ processes tested including all interfaces to DCC; and ○ DCC Self-Service Interface ready; and • Milestones reference D16 and D14 Achieved. 	Fri 31/10/2014	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
System Integration (Pre-Test Activities)					
CH6a	CSP (North) Contractor Milestone	Communications Hub volume for System Integration	<ul style="list-style-type: none"> Milestone CH4a Achieved; and the volume of Communications Hubs required for Test Labs in the System Integration Test Phase in place in accordance with obligations under this Agreement. 	31 October 2014	No
CH6b	CSP (Central) Contractor Milestone	Communications Hub volume for System Integration	<ul style="list-style-type: none"> Milestone CH4b Achieved; and the volume of Communications Hubs required for Test Labs in the System Integration Test Phase in place in accordance with obligations under this Agreement. 	1 July 2014	No
CH6c	CSP (South) Contractor Milestone	Communications Hub volume for System Integration	<ul style="list-style-type: none"> Milestone CH4c Achieved; and the volume of Communications Hubs required for Test Labs in the System Integration Test Phase in place in accordance with obligations under this Agreement. 	1 July 2014	No
C12a	CSP (North) Contractor Milestone	Ready for integration testing with the DSP	<ul style="list-style-type: none"> The CSP (North) has completed all necessary activities to be able to pass to the System Integration Test Phase with the DSP and the DCC and Phase Entry Criteria for System Integration Test Phase are all achieved; and CSP (North) has Achieved Milestone references C10a and CH6a. 	31 October 2014	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C12b	CSP (Central) Contractor Milestone	Ready for integration testing with the DSP	<ul style="list-style-type: none"> The CSP (Central) has completed all necessary activities to be able to pass to the System Integration Test Phase with the DSP and the DCC and Phase Entry Criteria for System Integration Test Phase are all achieved; and CSP (Central) has Achieved Milestone references C10b and CH6b. 	28 November 2014	Key Milestone
C12c	CSP (South) Contractor Milestone	Ready for integration testing with the DSP	<ul style="list-style-type: none"> The CSP (South) has completed all necessary activities to be able to pass to the System Integration Test Phase with the DSP and the DCC and Phase Entry Criteria for System Integration Test Phase are all achieved; and CSP (South) has Achieved Milestone references C10c and CH6c. 	28 November 2014	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D19.1	DSP Contractor Milestone	DSP Ready for integration testing with CSP (North)	<ul style="list-style-type: none"> • The Prime DSP has completed all necessary activities to be able to pass to System Integration Testing with CSP (North) and Phase Entry Criteria for System Integration Test Phase are all achieved. • Milestone reference D14 Achieved. • Prime DSP has confirmed having reviewed the result of and on the basis of Pre-Integration Testing by itself and CSP (North) that that there is no reason to doubt that the Interface Specifications referred to in Milestones D8 and D9 will not function as designed and in accordance with the DSP's obligations under this Agreement (including during the System Integration Testing Phase, User Integration Testing Phase and Enduring Phase). 	Fri 31/10/2014	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D19.2	DSP Contractor Milestone	DSP Ready for integration testing with CSP (Central)	<ul style="list-style-type: none"> • The DSP has completed all necessary activities to be able to pass to System Integration Testing CSP (Central) and Phase Entry Criteria for System Integration Test Phase are all achieved. • Milestone reference D14 Achieved. • DSP has confirmed having reviewed the result of and on the basis of Pre-Integration Testing by itself and CSP (Central) that there is no reason to doubt that the Interface Specifications referred to in Milestones D8 and D9 will not function as designed and in accordance with the Prime DSP's obligations under this Agreement (including during the System Integration Testing Phase, User Integration Testing Phase and Enduring Phase). 	Fri 28/11/2014	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D19.3	DSP Contractor Milestone	DSP Ready for integration testing with CSP (South)	<ul style="list-style-type: none"> The Prime DSP has completed all necessary activities to be able to pass to System Integration Testing with CSP (South) and Phase Entry Criteria for System Integration Test Phase are all achieved. Milestone reference D14 Achieved. Prime DSP has confirmed having reviewed the result of and on the basis of Pre-Integration Testing by itself and CSP (South) that there is no reason to doubt that the Interface Specifications referred to in Milestones D8 and D9 will not function as designed and in accordance with the Prime DSP's obligations under this Agreement (including during the System Integration Testing Phase, User Integration Testing Phase and Enduring Phase). 	Fri 28/11/2014	Key Milestone
D19.4	DSP Contractor Milestone	DSP Ready for integration testing with at least one Prime CSP	<ul style="list-style-type: none"> One of the Milestones D19.1, D19.2 and/or D19.3 Achieved 	Fri 31/10/2014	Key Milestone
D20	DSP Contractor Milestone	DSP Ready (for integration testing with the DCC)	<ul style="list-style-type: none"> Milestone D14 Achieved; and the DSP has completed all necessary activities to be able to pass to System Integration Testing with the DCC and Phase Entry Criteria for System Integration Test Phase are all achieved. 	Fri 31/10/2014	Key Milestone
D21	DSP Contractor	DSP Ready (for	<ul style="list-style-type: none"> The Prime DSP has completed all necessary 	Fri 31/10/2014	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
	Milestone	integration with the Industry Registration Systems)	<p>activities to be able to pass to System Integration Test Phase Testing with the Industry Registration Systems and Phase Entry Criteria for Integration Test Phase are all achieved.</p> <ul style="list-style-type: none"> • Milestone reference D14 Achieved. 		
S3	Shared	Ready for System Integration Testing	<ul style="list-style-type: none"> • Achievement by the Contractor of all Milestone(s) referred to in C12, CH6, D19.1, D19.2, D19.3, D20 and D21 above that are Contractor's Milestone(s); together with • Achievement by other External Service Providers of all Other ESP Milestone(s) referred to in C12, CH6, D19.1, D19.2, D19.3, D20 and D21 above that are not Contractor Milestone(s). 	28 November 2014	No
P1	Programme	Commencement of Early User Integration	<p><i>The Contractor acknowledges that further to paragraphs 1.17 and 1.18 of Appendix 3 of this Schedule 6.1, the Contractor and DCC may agree under the Change Control Procedure an earlier point at which one or more DCC Service Users would be able to commence one or more elements (including Testing) of the System Integration Phase and User Integration Phase for a subset of the functionality of the DCC User Gateway Catalogue.</i></p> <p><i>This will be in advance of the completion of full Solution Testing and UAT for the full scope of the DCC User Gateway Catalogue.</i></p>	<p>TBC</p> <p><i>To be developed between the parties (as agreed under the Change Control Procedure).</i></p>	<i>As agreed under Change Control Procedure.</i>
System Integration (Testing)					

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C13a	CSP (North) Contractor Milestone	Solution Testing Stage Complete	Solution Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	31 January 2015	Key Milestone
C13b	CSP (Central) Contractor Milestone	Solution Testing Stage Complete	Solution Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	13 February 2015	Key Milestone
C13c	CSP (South) Contractor Milestone	Solution Testing Stage Complete	Solution Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	13 February 2015	Key Milestone
D22.1	DSP Contractor Milestone	Solution Testing Stage Complete with CSP (North)	<ul style="list-style-type: none"> • Solution Testing Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; and • Milestone reference C13a Achieved by CSP (North). 	Fri 30/01/2015	Key Milestone
D22.2	DSP Contractor Milestone	Solution Testing Stage Complete with CSP (Central)	<ul style="list-style-type: none"> • Solution Testing Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; and • Milestone reference C13b Achieved by CSP (Central). 	Fri 13/02/2015	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D22.3	DSP Contractor Milestone	Solution Testing Stage Complete with CSP (South)	<ul style="list-style-type: none"> • Solution Testing Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; and • Milestone reference C13c Achieved by CSP (South). 	Fri 13/02/2015	Key Milestone
D22.4	DSP Contractor Milestone	Solution Testing Stage Complete for DCC and Industry Registration Systems	<ul style="list-style-type: none"> • Solution Testing Test Stage Exit Criteria achieved; • all DCC Interfaces & Gateways between Prime DSP on the one hand and DCC and/or Industry Registration Systems on the other are integrated successfully and DCC Interfaces & Gateways materially comply with all the Prime DSP's obligations; and • The DCC (acting reasonably) has no documented and reasonable grounds for believing that the DCC Interfaces & Gateways are likely to be materially non-compliant with the Contractor's obligations with respect to UAT or any subsequent Services. 	Fri 30/01/2015	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
S4	Shared	All Ready for UAT	<ul style="list-style-type: none"> • Milestones D22.1, D22.2, D22.3 and D22.4 all Achieved by Prime DSP in accordance with its obligations; and • each of Prime DSP, CSP (North), CSP (Central) and CSP (South) has achieved the Stage Entry Criteria for UAT (and equivalent under their DCC Contract) in accordance with this Agreement and their DCC Contract. 	13 February 2015	No
C14a	CSP (North) Contractor Milestone	UAT Complete for CSP (North)	<ul style="list-style-type: none"> • UAT Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; and • all security certification required under this Agreement achieved (including any required under Schedule 2.5 (Security Management Plan) and/or the ISMS) but excluding any security certification of Communications Hubs required under Schedule 11 (Communications Hub). 	31 March 2015	First Cross-Liability Milestone
C14b	CSP (Central) Contractor Milestone	UAT Complete for CSP (Central)	<ul style="list-style-type: none"> • UAT Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; and • all security certification required under this Agreement achieved (including any required under Schedule 2.5 (Security Management Plan) and/or the ISMS) but excluding any security certification of Communications Hubs required under Schedule 11 (Communications Hub). 	31 March 2015	First Cross-Liability Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C14c	CSP (South) Contractor Milestone	UAT Complete for CSP (South)	<ul style="list-style-type: none"> UAT Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; and all security certification required under this Agreement achieved (including any required under Schedule 2.5 (Security Management Plan) and/or the ISMS) but excluding any security certification of Communications Hubs required under Schedule 11 (Communications Hub). 	31 March 2015	First Cross-Liability Milestone
D23.1	DSP Contractor Milestone	UAT Complete for DSP and CSP (North)	<ul style="list-style-type: none"> UAT Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; all security certification required under this Agreement achieved (including any required under Schedule 2.5 (Security Management Plan) and/or the ISMS);and Milestone reference C14a Achieved by CSP (North). 	Tues 31/03/2015	No
D23.2	DSP Contractor Milestone	UAT Complete for DSP and CSP (Central)	<ul style="list-style-type: none"> UAT Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; all security certification required under this Agreement achieved (including any required under Schedule 2.5 (Security Management Plan) and/or the ISMS); and Milestone reference C14b Achieved by CSP (Central). 	Tues 31/03/2015	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D23.3	DSP Contractor Milestone	UAT Complete for DSP and CSP (South)	<ul style="list-style-type: none"> UAT Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; all security certification required under this Agreement achieved (including any required under Schedule 2.5 (Security Management Plan) and/or the ISMS); and Milestone reference C14c Achieved by CSP (South). 	Tues 31/03/2015	No
D23.4	DSP Contractor Milestone	UAT Stage Complete for DCC and Industry Registration Systems	<ul style="list-style-type: none"> UAT Test Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; all DCC Interfaces & Gateways between Prime DSP on the one hand and DCC and/or Industry Registration Systems on the other integrated successfully and DCC Interfaces & Gateways materially comply with all the Prime DSP's obligations; and the DCC (acting reasonably) has no documented and reasonable grounds for believing that the DCC Interfaces & Gateways are likely to be materially non-compliant with the Contractor's obligations with respect to UIT or any subsequent Services. 	Tues 31/03/2015	Key Milestone

User Integration Phase (Pre Testing)

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C15a	CSP (North) Contractor Milestone	Zone A for UIT complete	<ul style="list-style-type: none"> • Zone A (as defined in Appendix A (Reference Architecture) of Schedule 4.1 (Contractor Solution) built to design; and • Such Zone A ready for UIT and all Documentation required in connection with the same under this Agreement has been completed and fully up-to-date and baselined. 	31 March 2015	No
C15b	CSP (Central) Contractor Milestone	Zone A for UIT complete	<ul style="list-style-type: none"> • Zone A (as defined in Appendix A (Reference Architecture) of Schedule 4.1 (Contractor Solution) built to design; and • Such Zone A ready for UIT and all Documentation required in connection with the same under this Agreement has been completed and fully up-to-date and baselined. 	31 March 2015	No
C15c	CSP (South) Contractor Milestone	Zone A for UIT complete	<ul style="list-style-type: none"> • Zone A (as defined in Appendix A (Reference Architecture) of Schedule 4.1 (Contractor Solution) built to design; and • Such Zone A ready for UIT and all Documentation required in connection with the same under this Agreement has been completed and fully up-to-date and baselined. 	31 March 2015	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C16a	CSP (North) Contractor Milestone	Zone B for UIT complete	<ul style="list-style-type: none"> • Zone B (as defined in Appendix A (Reference Architecture) of Schedule 4.1 (Contractor Solution) built to design; and • Such Zone A ready for UIT and all Documentation required in connection with the same under this Agreement has been completed and fully up-to-date and baselined. 	31 March 2015	No
C16b	CSP (Central) Contractor Milestone	Zone B for UIT complete	<ul style="list-style-type: none"> • Zone B (as defined in Appendix A (Reference Architecture) of Schedule 4.1 (Contractor Solution) built to design; and • Such Zone A ready for UIT and all Documentation required in connection with the same under this Agreement has been completed and fully up-to-date and baselined. 	31 March 2015	No
C16c	CSP (South) Contractor Milestone	Zone B for UIT complete	<ul style="list-style-type: none"> • Zone B (as defined in Appendix A (Reference Architecture) of Schedule 4.1 (Contractor Solution) built to design; and • Such Zone A ready for UIT and all Documentation required in connection with the same under this Agreement has been completed and fully up-to-date and baselined. 	31 March 2015	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C17a	CSP (North) Contractor Milestone	Zone C (including the Network Management Centre)	<ul style="list-style-type: none"> • Zone C (as defined in Appendix A (Reference Architecture) of Schedule 4.1 (Contractor Solution) built to design; and • Such Zone A ready for UIT and all Documentation required in connection with the same under this Agreement has been completed and fully up-to-date and baselined. 	31 March 2015	No
C17b	CSP (Central) Contractor Milestone	Zone C (including the Network Management Centre)	<ul style="list-style-type: none"> • Zone C (as defined in Appendix A (Reference Architecture) of Schedule 4.1 (Contractor Solution) built to design; and • Such Zone A ready for UIT and all Documentation required in connection with the same under this Agreement has been completed and fully up-to-date and baselined. 	31 March 2015	No
C17c	CSP (South) Contractor Milestone	Zone C (including the Network Management Centre)	<ul style="list-style-type: none"> • Zone C (as defined in Appendix A (Reference Architecture) of Schedule 4.1 (Contractor Solution) built to design; and • Such Zone A ready for UIT and all Documentation required in connection with the same under this Agreement has been completed and fully up-to-date and baselined. 	31 March 2015	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C18a	CSP (North) Contractor Milestone	DCC SMWAN Gateway connection complete	<p>The DCC SMWAN Gateway connection and its documentation have been completed and tested with assurance from the DCC using the Product Inspection procedure:</p> <ul style="list-style-type: none"> • DCC SMWAN Gateway built to meet design • Full documentation produced and baselined for the DCC SMWAN Gateway 	31 March 2015	No
C18b	CSP (Central) Contractor Milestone	DCC SMWAN Gateway connection complete	<p>The DCC SMWAN Gateway connection and its documentation have been completed and tested with assurance from the DCC using the Product Inspection procedure:</p> <ul style="list-style-type: none"> • DCC SMWAN Gateway built to meet design • Full documentation produced and baselined for the DCC SMWAN Gateway 	31 March 2015	No
C18c	CSP (South) Contractor Milestone	DCC SMWAN Gateway connection complete	<p>The DCC SMWAN Gateway connection and its documentation have been completed and tested with assurance from the DCC using the Product Inspection procedure:</p> <ul style="list-style-type: none"> • DCC SMWAN Gateway built to meet design • Full documentation produced and baselined for the DCC SMWAN Gateway 	31 March 2015	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C19a	CSP (North) Contractor Milestone	Service management complete	<p>The CSP has (to the reasonable satisfaction of the DCC) put in place and tested all processes, recruited and trained staff, installed and configured service management tools (as required to comply with the Service Management Framework and its other obligations under this Agreement), including :</p> <ul style="list-style-type: none"> • staff recruited and trained as per resource profile; • service desk telephony / email / tools configured and tested; • monitoring tools configured and tested; and • processes tested including interfaces to the DCC. 	31 March 2015	No
C19b	CSP (Central) Contractor Milestone	Service management complete	<p>The CSP has (to the reasonable satisfaction of the DCC) put in place and tested all processes, recruited and trained staff, installed and configured service management tools (as required to comply with the Service Management Framework and its other obligations under this Agreement), including :</p> <ul style="list-style-type: none"> • staff recruited and trained as per resource profile; • service desk telephony / email / tools configured and tested; • monitoring tools configured and tested; and • processes tested including interfaces to the DCC. 	31 March 2015	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C19c	CSP (South) Contractor Milestone	Service management complete	<p>The CSP has (to the reasonable satisfaction of the DCC) put in place and tested all processes, recruited and trained staff, installed and configured service management tools (as required to comply with the Service Management Framework and its other obligations under this Agreement), including :</p> <ul style="list-style-type: none"> • staff recruited and trained as per resource profile; • service desk telephony / email / tools configured and tested; • monitoring tools configured and tested; and • processes tested including interfaces to the DCC. 	31 March 2015	No
C20a	CSP (North) Contractor Milestone	OAT complete	<p>The CSP has passed its (internal) operational acceptance testing and is ready to participate in the DSP's own operational acceptance testing (in accordance with its obligations under the Test Strategy and this Agreement) and in accordance with its own Test Plan.</p> <p>Any Test Incidents found by the Contractor during operational acceptance testing shall be added to the Test Incidents at UAT and shall be counted in determining whether the number of Test Incidents for UAT are within acceptable thresholds (as described in paragraph 6 of Part D of Schedule 6.2 (Testing and Acceptance)) for the UAT Test Success Criteria and/or Stage Exit Criteria to be achieved.</p>	11 September 2015	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C20b	CSP (Central) Contractor Milestone	OAT complete	<p>The CSP has passed its (internal) operational acceptance testing and is ready to participate in the DSP's own operational acceptance testing (in accordance with its obligations under the Test Strategy and this Agreement) and in accordance with its own Test Plan.</p> <p>Any Test Incidents found by the Contractor during operational acceptance testing shall be added to the Test Incidents at UAT and shall be counted in determining whether the number of Test Incidents for UAT are within acceptable thresholds (as described in paragraph 6 of Part D of Schedule 6.2 (Testing and Acceptance)) for the UAT Test Success Criteria and/or Stage Exit Criteria to be achieved.</p>	31 March 2015	No
C20c	CSP (South) Contractor Milestone	OAT complete	<p>The CSP has passed its (internal) operational acceptance testing and is ready to participate in the DSP's own operational acceptance testing (in accordance with its obligations under the Test Strategy and this Agreement) and in accordance with its own Test Plan.</p> <p>Any Test Incidents found by the Contractor during operational acceptance testing shall be added to the Test Incidents at UAT and shall be counted in determining whether the number of Test Incidents for UAT are within acceptable thresholds (as described in paragraph 6 of Part D of Schedule 6.2 (Testing and Acceptance)) for the UAT Test Success Criteria and/or Stage Exit Criteria to be achieved.</p>	31 March 2015	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
CH7a	CSP (North) Contractor Milestone	Communications Hub volume for UIT	<ul style="list-style-type: none"> • Milestones CH5a and CH4a Achieved; and • the volume of Communications Hubs required for the User Integration Phase and particularly the Test Labs of both the Prime DSP and the Contractor have been provided to all relevant parties in accordance with obligations pursuant to this Agreement, including Schedule 6.2 (Testing and Acceptance) and the Implementation Plan and Associated Plans. 	16 March 2015	No
CH7b	CSP (Central) Contractor Milestone	Communications Hub volume for UIT	<ul style="list-style-type: none"> • Milestones CH5b and CH4b Achieved; and • the volume of Communications Hubs required for the User Integration Phase and particularly the Test Labs of both the Prime DSP and the Contractor have been provided to all relevant parties in accordance with obligations pursuant to this Agreement, including Schedule 6.2 (Testing and Acceptance) and the Implementation Plan and Associated Plans. 	31 March 2015	No
CH7c	CSP (South) Contractor Milestone	Communications Hub volume for UIT	<ul style="list-style-type: none"> • Milestones CH5 c and CH4c Achieved; and • the volume of Communications Hubs required for the User Integration Phase and particularly the Test Labs of both the Prime DSP and the Contractor have been provided to all relevant parties in accordance with obligations pursuant to this Agreement, including Schedule 6.2 (Testing and Acceptance) and the Implementation Plan and Associated Plans. 	31 March 2015	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D24	DSP Contractor Milestone	OAT complete	<p>The Prime DSP has passed its (internal) operational acceptance testing in accordance with its obligations to the DCC and is ready to perform its obligations in connection with end to end operational acceptance testing including with the Prime CSP(s) for all aspects of its Solution including:</p> <ul style="list-style-type: none"> • AMS; and • the Services to be provided under the Hosting Work Package, <p>and in accordance with its Test Plan.</p> <p>Any Test Incidents found by the Contractor during operational acceptance testing shall be added to the Test Incidents at UAT and shall be counted in determining whether the number of Test Incidents for UAT are within acceptable thresholds (as described in paragraph 6 of Part D of Schedule 6.2 (Testing and Acceptance)) for the UAT Test Success Criteria and/or Stage Exit Criteria to be achieved.</p>	Fri 11/09/2015	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D25	DSP Contractor Milestone	Prime DSP ready for Interface Testing with UIT Participants	<ul style="list-style-type: none"> • Prime DSP has Achieved Milestones D17 and D23.4 and at least one of Milestone D23.1, D23.2 or D23.3; and • Prime DSP has completed all necessary activities to be able to pass to Interface Testing with the all types of potential DCC Service Users in UIT; • Phase Entry Criteria for User Integration Test Phase achieved; and • Stage Entry Criteria for Interface Testing achieved. 	Tues 31/03/2015	Key Milestone
C21a	CSP (North) Contractor Milestone	CSP (North) Services and Comms Hubs ready for UIT	<ul style="list-style-type: none"> • CSP (North) has Achieved all Milestones C15a to C20a (<u>inclusive</u>) and CH7a; • Phase Entry Criteria for User Integration Test Phase achieved; • Stage Entry Criteria for Interface Testing achieved; and • Provision of Communications Hubs to Test Labs in accordance with the Contractor's obligations under this Agreement in respect of UIT. 	31 March 2015	Key Milestone First Cross-Liability Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C21b	CSP (Central) Contractor Milestone	CSP (Central) Services and Comms Hubs ready for UIT	<ul style="list-style-type: none"> • CSP (Central) has Achieved all Milestones C15b to C20b (inclusive) and CH7b; • Phase Entry Criteria for User Integration Test Phase achieved; • Stage Entry Criteria for Interface Testing achieved; and • Provision of Communications Hubs to Test Labs in accordance with the Contractor's obligations under this Agreement in respect of UIT. 	31 March 2015	Key Milestone First Cross-Liability Milestone
C21c	CSP (South) Contractor Milestone	CSP (South) Services and Comms Hubs ready for UIT	<ul style="list-style-type: none"> • CSP (South) has Achieved all Milestones C15 to C20c (inclusive) and CH7c; • Phase Entry Criteria for User Integration Test Phase achieved; • Stage Entry Criteria for Interface Testing achieved; and • Provision of Communications Hubs to Test Labs in accordance with the Contractor's obligations under this Agreement in respect of UIT. 	31 March 2015	Key Milestone First Cross-Liability Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D26.1	DSP Contractor Milestone	DSP and CSP (North) ready for UIT	<ul style="list-style-type: none"> • Prime DSP Phase Entry Criteria for User Integration Test Phase achieved; • Prime DSP Stage Entry Criteria for Interface Testing achieved; • Milestone reference D25 Achieved; and • Milestone reference C21a Achieved by CSP (North). 	Tues 31/03/2015	No
D26.2	DSP Contractor Milestone	DSP and CSP (Central) ready for UIT	<ul style="list-style-type: none"> • Prime DSP Phase Entry Criteria for User Integration Test Phase achieved; • Prime DSP Stage Entry Criteria for Interface Testing achieved; • Milestone reference D25 Achieved; and • Milestone reference C21b Achieved by CSP (Central). 	Tues 31/03/2015	No
D26.3	DSP Contractor Milestone	DSP and CSP (South) ready for UIT	<ul style="list-style-type: none"> • Prime DSP Phase Entry Criteria for User Integration Test Phase achieved; • Prime DSP Stage Entry Criteria for Interface Testing achieved; • Milestone reference D25 Achieved; and • Milestone reference C21c Achieved by CSP (South). 	Tues 31/03/2015	No

User Integration Phase (Testing)

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
P2	Programme	Commencement of UIT	This is the point from which DCC Service Users may commence testing with the DCC Services for the full functionality of the User Gateway Catalogue.	April 1 st 2015	No
C22a	CSP (North) Contractor Milestone	Completion of Interface Testing in UIT-	Interface Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	29 May 2015	No
C22b	CSP (Central) Contractor Milestone	Completion of Interface Testing in UIT-	Interface Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	June 1 st 2015	No
C22c	CSP (South) Contractor Milestone	Completion of Interface Testing in UIT-	Interface Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	June 1 st 2015	No
D27.1	DSP Contractor Milestone	Completion of Interface Testing in UIT- with CSP (North)	<ul style="list-style-type: none"> Interface Testing Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; and Milestone reference C22a Achieved by CSP (North). 	June 1 st 2015	First Cross-Liability Milestone
D27.2	DSP Contractor Milestone	Completion of Interface Testing in UIT- with CSP (Central)	<ul style="list-style-type: none"> Interface Testing Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; and Milestone reference C22b Achieved by CSP (Central). 	June 1 st 2015	First Cross-Liability Milestone
D27.3	DSP Contractor	Completion of Interface	<ul style="list-style-type: none"> Interface Testing Stage Exit Criteria achieved 	June 1 st 2015	First Cross-

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
	Milestone	Testing in UIT- with CSP (South)	<p>and relevant Test Stage Complete Certificate issued by DCC; and</p> <ul style="list-style-type: none"> Milestone reference C22c Achieved by CSP (South). 		Liability Milestone
D27.4	DSP Contractor Milestone	Completion of Interface Testing in UIT (Set-up Charge Milestone)	DSP Contractor has Achieved one of Milestone reference D27.1, D27.2 or D27.3.	June 1 st 2015	First Cross-Liability Milestone
C22Xa	CSP (North) Contractor Milestone	Completion of End to End Testing in UIT-	End to End Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	30 September 2015	No
C22Xb	CSP (Central) Contractor Milestone	Completion of End to End Testing in UIT-	End to End Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	September 30 th 2015	No
C22Xc	CSP (South) Contractor Milestone	Completion of End to End Testing in UIT-	End to End Testing Stage Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC.	September 30 th 2015	No
D27X.1	DSP Contractor Milestone	Completion of End to End Testing in UIT- with CSP (North)	<ul style="list-style-type: none"> End to End Testing Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; and Milestone reference C22Xa Achieved by CSP (North). 	September 30 th 2015	No
D27X.2	DSP Contractor Milestone	Completion of End to End Testing in UIT--	<ul style="list-style-type: none"> End to End Testing Stage Exit Criteria achieved and relevant Test Stage Complete 	September 30 th 2015	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
		with CSP (Central)	<p>Certificate issued by DCC; and</p> <ul style="list-style-type: none"> Milestone reference C22Xb Achieved by CSP (Central). 		
D27X.3	DSP Contractor Milestone	Completion of End to End Testing in UIT-- with CSP (South)	<ul style="list-style-type: none"> End to End Testing Stage Exit Criteria achieved and relevant Test Stage Complete Certificate issued by DCC; and Milestone reference C22Xc Achieved by CSP (South). 	September 30 th 2015	No
P3	Programme	Completion of UIT	12 months from commencement of Interface Testing Stage by Prime DSP. If the option to extend UIT is taken this will move in line with extensions.	April 1 st 2016	No
Mass Roll Out and Live Operation					
CH8a	CSP (North) Contractor Milestone	Communications Hubs Delivered for Rollout	<ul style="list-style-type: none"> CSP (North) has Achieved Milestones CH5a and CH4a. 	23 September 2015	Key Milestone
CH8b	CSP (Central) Contractor Milestone	Communications Hubs Delivered for Rollout	<ul style="list-style-type: none"> CSP (Central) has Achieved Milestones CH5b and CH4b. 	Between August 31 st 2015 and September 23 rd 2015 (inclusive)	Key Milestone
CH8c	CSP (South) Contractor Milestone	Communications Hubs Delivered for Rollout	<ul style="list-style-type: none"> CSP (South) has Achieved Milestones CH5c and CH4c. 	Between August 31 st 2015 and September 23 rd 2015 (inclusive)	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
C23a	CSP (North) Contractor Milestone	CSP (North) Services ready for rollout	<ul style="list-style-type: none"> • Milestone CH8a Achieved; • Milestone C22a and C22Xa Achieved; and • a minimum of one of the Large Supplier Parties has successfully passed through UIT Testing (including End to End Testing). 	30 September 2015	Key Milestone
C23b	CSP (Central) Contractor Milestone	CSP (Central) Services ready for rollout	<ul style="list-style-type: none"> • Milestone CH8b Achieved; • Milestone C22b and C22Xb Achieved; and • a minimum of one of the Large Supplier Parties has successfully passed through UIT Testing (including End to End Testing). 	September 30th 2015	Key Milestone
C23c	CSP (South) Contractor Milestone	CSP South) Services ready for rollout	<ul style="list-style-type: none"> • Milestone CH8c Achieved; • Milestone C22c and C22Xc Achieved; and • a minimum of one of the Large Supplier Parties has successfully passed through UIT Testing (including End to End Testing). 	September 30th 2015	Key Milestone
D28.1	DSP Contractor Milestone	Services ready for rollout with CSP (North)	<ul style="list-style-type: none"> • Milestone C23a Achieved by CSP (North); and • Milestones D27.1 and D27X.1 Achieved by Prime DSP. 	September 30 th 2015	Key Milestone
D28.2	DSP Contractor Milestone	Services ready for rollout with CSP (Central)	<ul style="list-style-type: none"> • Milestone C23b Achieved by CSP (Central); and • Milestones D27.2 and D27X.2 Achieved by 	September 30 th 2015	Key Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
			Prime DSP.		
D28.3	DSP Contractor Milestone	Services ready for rollout with CSP (South)	<ul style="list-style-type: none"> • Milestone C23c Achieved by CSP (South); and • Milestones D27.3 and D27X.3 Achieved by Prime DSP. 	September 30 th 2015	Key Milestone
C24a	CSP (North) Contractor Milestone	Commencement of Initial Operational Services	<ul style="list-style-type: none"> • Milestone C23a Achieved; • DCC has approved commencement of routine live operational services in writing; and • Contractor is providing such live Services. 	September 30th 2015	Second Cross-Liability Milestone
C24b	CSP (Central) Contractor Milestone	Commencement of Initial Operational Services	<ul style="list-style-type: none"> • Milestone C23b Achieved; • DCC has approved commencement of routine live operational services in writing; and • Contractor is providing such live Services. 	September 30th 2015	Second Cross-Liability Milestone
C24c	CSP (South) Contractor Milestone	Commencement of Initial Operational Services	<ul style="list-style-type: none"> • Milestone C23c Achieved; • DCC has approved commencement of routine live operational services in writing; and • Contractor is providing such live Services. 	September 30th 2015	Second Cross-Liability Milestone

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
D29.1	DSP Contractor Milestone	Commencement of Initial Operational Services with CSP (North)	<ul style="list-style-type: none"> • Milestone D28.1 Achieved by Prime DSP; • DCC has approved commencement of routine live operational services with CSP (North) in writing; and • Contractor is providing such live Services. 	September 30 th 2015	Second Cross-Liability Milestone
D29.2	DSP Contractor Milestone	Commencement of Initial Operational Services with CSP (Central)	<ul style="list-style-type: none"> • Milestone D28.1 Achieved by Prime DSP; • DCC has approved commencement of routine live operational services by Prime DSP with CSP (Central) in writing; and • Contractor is providing such live Services. 	September 30 th 2015	Second Cross-Liability Milestone
D29.3	DSP Contractor Milestone	Commencement of Initial Operational Services with CSP (South)	<ul style="list-style-type: none"> • Milestone D28.1 Achieved by Prime DSP; • DCC has approved commencement of routine live operational services by Prime DSP with CSP (South) in writing; and • Contractor is providing such live Services. 	September 30 th 2015	Second Cross-Liability Milestone
D29.4	DSP Contractor Milestone	Commencement of Initial Operational Services (Operational Charges)	DSP Contractor has Achieved one of Milestone reference D29.1, D29.2 or D29.3.	September 30 th 2015	Second Cross-Liability Milestone
P4	Programme	Commencement of Initial Mass Roll Out Phase	This marks the point at which a subset of DCC Service Users (a minimum of one of the Large Supplier Parties) has passed UIT (potentially with only a subset of functionality) and has commenced FOT.	September 30 th 2015	No

Ref.	Type	Name	Description	Milestone Date	Key or Cross-Liability Milestone?
P5	Programme	Commencement of Controlled Market Start Up	An optional milestone to mark the start of Controlled Market Start Up if required by the DCC.	September 30 th 2015	No
P6	Programme	Commencement of Unconstrained Roll Out	An optional milestone to mark the end of Controlled Market Start Up if required by the DCC.	Will be specified as and when required	No
End of UIT and End of Roll Out					
P7	Programme	Conclusion of UIT	This is the point at which UIT concludes.	April 1 st 2016	No
P8	Programme	End of Roll Out	The point at which DCC Service Users are targeted to complete installation of Smart Meters.	December 31 st 2020	No

Coverage

The MS Coverage Table (as referred to in paragraph 1.15 of Appendix 3) is as follows:

Ref	Name	Description	Deliverable as committed %age coverage	Date for achievement (Milestone Date)	Key Milestone?
B1	Coverage 0114	The Committed Coverage on the date given	██████	Jan 1 st 2014	No
B2	Coverage 0414	The Committed Coverage on the date given	██████	April 1 st 2014	No
B3	Coverage 0714	The Committed Coverage on the date given	██████	July 1 st 2014	No
B4	Coverage 1014	The Committed Coverage on the date given	██████	October 1 st 2014	No
B5	Coverage 0115	The Committed Coverage on the date given	██████	Jan 1 st 2015	No
B6	Coverage 0415	The Committed Coverage on the date given	██████	April 1 st 2015	No
B7	Coverage 0715	The Committed Coverage on the date given	██████	July 1 st 2015	No
B8, BI	Coverage 1015, Initial Coverage	The Committed Coverage on the date given which shall be at least 80%	██████	October 1 st 2015	Key Milestone

Ref	Name	Description	Deliverable as committed %age coverage	Date for achievement (Milestone Date)	Key Milestone?
B9	Coverage 0116	The Committed Coverage on the date given	██████	Jan 1 st 2016	No
B10	Coverage 0416	The Committed Coverage on the date given	██████	April 1 st 2016	No
B11	Coverage 0716	The Committed Coverage on the date given	██████	July 1 st 2016	No
B12	Coverage 1016	The Committed Coverage on the date given	██████	October 1 st 2016	No
B13	Coverage 0117	The Committed Coverage on the date given to be no less than (the Committed Connectivity Level – 1.5%)	██████	Jan 1 st 2017	Key Milestone
B14	Coverage 0118	The Committed Coverage on the date given	██████	Jan 1 st 2018	No
B15	Coverage 0119	The Committed Coverage on the date given	██████	Jan 1 st 2019	No
B16	Coverage 0120	The Committed Coverage on the date given	██████	Jan 1 st 2020	No

Ref	Name	Description	Deliverable as committed %age coverage	Date for achievement (Milestone Date)	Key Milestone?
BMax	Coverage Max	The Committed Coverage on the date given to be no less than (the Committed Connectivity Level)	██████	Jan 1 st 2018	Key Milestone

Appendix 2 – Required content of the Implementation Plan and Associated Plans

1. GENERAL REQUIREMENTS

1.1 The Contractor shall ensure the Implementation Plan and Associated Plans referred to in this paragraph 1 shall each contain a complete plan of all steps and activities required to implement the Contractor Solution in accordance with this Agreement, including all steps and activities required to Achieve each of the Contractor Milestones. The Contractor shall ensure the Implementation Plan and Associated Plans comply with the following:

(a) **Implementation Plan:** in respect of the delivery of the Contractor Solution the Implementation Plan shall:

- (i) be a detailed plan setting out the Master Milestone Table and all Milestones, including the Milestone Dates, Deliverables and the dates for Testing relating to each Milestone (and which shall align with the then current Master Milestone Table save to the extent that the DCC otherwise agrees);
- (ii) clearly outline all the main steps required to Achieve the relevant Milestones in accordance with this Agreement;
- (iii) clearly outline the required roles and responsibilities of the parties, including resource requirements, subject to the DCC's responsibilities being consistent with Schedule 3 (DCC Responsibilities) and this Schedule; and
- (iv) shall be aligned with the System Integration Strategy and Integrated Solution Delivery Plan.

(b) **Stage Plans:** each Stage Plan shall contain a detailed plan of all steps and activities relating to the implementation of the Contractor Solution which are to be carried out during that Implementation Stage (including any Test Phases and/or Test Stages during such Implementation Stage), including:

- (i) all steps, activities and resources required to Achieve each of the Contractor Milestones which are required to be Achieved during that period;
- (ii) all steps and activities that are required to be carried out during the then current Implementation Stage(s) as part of planning or preparation for later Implementation Stages; and
- (iii) shall be aligned with the System Integration Strategy, Implementation Plan and other Associated Plans; and

(c) **High Level Plan:** the High Level Plan shall, in respect of all Implementation Phases and Implementation Stages, include a high level plan of the steps and activities referred to in paragraph 1.1(a) of this Appendix 2 which are to be carried out in each of those periods.

- 1.2 The Contractor shall ensure that the Implementation Plan and Associated Plans shall, as a minimum:
- (a) allow sufficient time for the activities specified and all required steps to complete them and to produce the Deliverables; and
 - (b) in the case of the Implementation Plan, identify all applicable risks, issues and dependencies in accordance with paragraphs 1.12 and 1.13 of this Appendix and paragraph 1.6 of Part C of this Schedule 6.1 (Implementation Planning).

Implementation Plan

- 1.3 The Contractor shall ensure that the Implementation Plan shall include the then current version of the Master Milestone Table and clearly define for each Milestone:
- (a) its scope, objective and duration;
 - (b) the activities required to deliver it;
 - (c) subject to paragraph 1.2(b) of this Appendix 2, the roles and responsibility of each party;
 - (d) its Deliverables;
 - (e) its training and resource requirements; and
 - (f) its relationship to any other Milestone, including the identification of its dependency on any other Milestone.
- 1.4 The Contractor shall ensure that the Implementation Plan shall:
- (a) identify all implementation risks and how they might be mitigated (without requiring amendments to the Agreement);
 - (b) subject to paragraph 1.2(b) of this Appendix 2, identify the actions, assumptions and requirements on which the success of the Implementation Plan is dependent;
 - (c) provide for knowledge transfer and training activities, including a plan for the transfer of knowledge from the Contractor to the DCC and/or DCC Service Users that demonstrates the success of these activities;
 - (d) provide a detailed plan for all cutover activities to the extent cutover activities are required by the Contractor Solution, the System Integration Strategy or any Test Documents;
 - (e) detail provisions for governance of the relationship between the DCC and the Contractor during the implementation; and
 - (f) provide for the transfer of any tools, documents or operating manuals in respect of the Deliverables that are required and necessary for their delivery.

- 1.5 The Contractor shall ensure that each Implementation Plan shall contain a project background, project definition, Project Initiation Document (such term being interpreted in accordance with PRINCE2), detailed description of the management and organisational structure, communication arrangements, project controls, project schedule and other working practices to be put in place and employed during each of the Service Provider Implementation Phases.

Stage Plan

- 1.6 The Contractor shall ensure that each Stage Plan shall contain:
- (a) a detailed description of the resources (including personnel, project support tools and knowledge management tools) which the Contractor shall allocate to the activities under the relevant Implementation Stage; and
 - (b) product descriptions, a quality plan, a risk analysis and contingency planning arrangements.
- 1.7 NOT USED.

The High Level Plan

- 1.8 The High Level Plan shall include a visual representation of the entire period of the Service Provider Implementation Phases from the Signature Date.
- 1.9 Without prejudice to any other obligation, the Contractor shall ensure (unless the DCC otherwise agrees) that the High Level Plan at all times:
- (a) documents at a minimum the period from the commencement of the then current Implementation Phase until the end of the last of the Service Provider Implementation Phases; and
 - (b) is updated in accordance with paragraph 5.6 of Part C of this Schedule 6.1.
- 1.10 The High Level Plan shall indicate Programme Milestones, Shared Milestones, Contractor Milestones and Other ESP Milestones. The Contractor shall ensure that the organisation of the High Level Plan shall be such as to facilitate easy communication of the plan by the DCC with a wide range of stakeholders (including DCC Eco-System Entities).
- 1.11 The Contractor shall ensure it has agreed the form for updates to the High Level Plan with the DCC by the Milestone Date for Achievement of Milestone reference (S1) (End of Joint Mobilisation) (consent of either party not to be unreasonably withheld or delayed).

DCC obligations

- 1.12 The Implementation Plan shall contain a detailed description of any proposed obligations or dependencies to be performed by the DCC or other DCC Eco-System Entities (excluding any Relevant Counterparty) in relation to the implementation of the Contractor Solution, which shall in each case be subject to (and of no legal effect without) the DCC's approval of such document in

accordance with paragraphs 2 and 5 (as appropriate) of Part C of this Schedule 6.1 (Implementation Planning). This paragraph 1.12 is subject to paragraph 1.6 of Part C of this Schedule 6.1.

- 1.13 The Contractor shall agree with the Relevant Counterparty in the relevant Co-operation Agreement any obligations and/or dependencies on a Relevant Counterparty before presenting the Implementation Plan and Associated Plans to the DCC. Such obligations and/or dependencies shall not form DCC Responsibilities (or obligations of the DCC) (instead the Contractor shall ensure these are addressed in the Co-operation Agreement).
- 1.14 The Implementation Plan and Associated Plans shall specify (in reasonable detail) how any dependencies referred to in paragraphs 1.12 and 1.13 of this Appendix 2 shall be pro-actively managed by the Contractor to ensure that they do not adversely affect the Contractor's ability to Achieve any relevant Contractor Milestones.
- 1.15 By reference to the relevant proposed co-operation arrangements (that in each case shall be subject to approval by the DCC), the Implementation Plan and Associated Plans shall set out (in reasonable detail) the arrangements to be implemented between the Contractor and any third party other than a Relevant Counterparty in relation to:
 - (a) the implementation of the Contractor Solution (including the Achievement of the Contractor Milestones); and
 - (b) the achievement of:
 - (i) the Programme Milestones;
 - (ii) the Other ESP Milestones; and
 - (iii) the Shared Milestones.

Hierarchy of plans and other documents

- 1.16 The Contractor shall maintain separate plans as required to implement the Contractor Solution most effectively. Where the Contractor maintains plans other than the Implementation Plan and the Associated Plans (e.g. Contractor's Test Documents) the Contractor shall ensure that all such plans may be mapped unambiguously to the Implementation Plan and Associated Plans through the use of Milestones clearly defined and present on both plans.
- 1.17 The Contractor shall ensure that any management artefacts (including quality plans, RAID logs and reports) used for implementation are mutually consistent and that any reporting (including to the DCC) draws from all sources.
- 1.18 The Implementation Plan and Associated Plans shall be prepared and organised in a manner which reflects each of the Service Provider Implementation Phases and shall address all of the activities comprised in the Service Provider Implementation Phases and each associated Test Phase and Test Stage.

Appendix 3 – Specific obligations during the Implementation Phases and Stages

1. GENERAL REQUIREMENTS

- 1.1 The Implementation Phases within the Implementation Plan shall be subdivided, at a minimum, into the following PRINCE2-based stages (each an "**Implementation Stage**") covering the Service Provider Implementation Phases:
- (a) for the Pre-Integration Phase:
 - (i) Mobilisation Stage;
 - (ii) Design Stage (which shall be deemed to end once the Contractor has Achieved all Contractor Milestones associated with Shared Milestone S2 (All Solution Designs Agreed));
 - (iii) Build Stage; and
 - (iv) each of the Pre-Integration Test Phase's Test Stages (being Unit Testing, Link Testing, System Testing and FAT);
 - (b) for the System Integration Phase, each of the System Integration Test Phase's Test Stages (being Solution Testing and UAT); and
 - (c) for the User Integration Phase - UIT.
- 1.2 The Contractor shall ensure that a PRINCE2 (or equivalent) Project Closure Stage shall take place after the completion of User Integration Phase (i.e. at the end of the Service Provider Implementation Phases).
- 1.3 The Contractor shall ensure transfer of knowledge takes place to support the FOT activity in the Mass Roll Out Phases as agreed under the Change Control Procedure from time to time.
- 1.4 The Contractor shall support the Mass Roll Out Phases by providing support for the DCC Service Users as they conduct FOT as agreed under the Change Control Procedure from time to time.

Mobilisation Stage

- 1.5 During the Mobilisation Stage the Contractor shall mobilise resources as required to implement the Contractor Solution.
- 1.6 If agreed pursuant to the Change Control Procedure, the Contractor shall:
- (a) sequence Solution Testing and UAT to allow the relevant DCC Service User(s) to commence UIT on a reduced subset of functionality of the DCC User Gateway Catalogue;
 - (b) agree in the Implementation Plan a date (or dates) at which any identified DCC Service User(s) may commence Interface Testing and/or End to End Testing at an earlier date than indicated by the then current Implementation Plan;

- (c) identify any additional resources or environments required for the extended period of User Integration Testing;
- (d) re-plan the provision of service management to accommodate all changes; and
- (e) allow such DCC Services Users to commence use of live Services (i.e. in the same manner as during the Mass Roll Out Phase) (including the provision of Communications Hubs) in a manner consistent with the reduced subset of functionality of the DCC User Gateway Catalogue then Tested,

and "**Early User Integration**" and/or "**Commencement of Early User Integration**" in this Agreement shall be construed accordingly.

1.7 NOT USED.

1.8 NOT USED.

Design Stage

1.9 The Contractor shall (at its sole cost) conduct trials during the Design Stage of the viability of the proposed design(s) for the Contractor Solution and its ability to achieve the coverage and connectivity and related Service obligations in the real world, including all elements forming part of Zone A as defined in Appendix A (Reference Architecture) of Schedule 4.1 (Contractor Solution) (the "**Field Trials**").

1.10 The Contractor shall ensure that such Field Trials shall:

- (a) demonstrate the practicality of the proposed installation process for Communications Hubs, including all standard and non-standard installation activities as set out in (or which the Contractor proposes to set out in) the CHIPSM and that the functionality and performance of Communications Hubs is appropriate and at least as good as proposed in the CHDS; and
- (b) demonstrate the accuracy of predicted coverage against actual coverage achieved across a range of geography types, property types and meter locations; and
- (c) validate the design assumptions made by the Contractor and demonstrate that the Contractor Solution shall comply with the Contractor's Committed Coverage obligations (see Appendix 1 of this Schedule 6.1) and related Service obligations under this Agreement if built to design,

and shall provide the results of such Field Trials to the DCC ("**Field Trial Report**"). Those aspects of Field Trials referred to in paragraph 1.10(a) of this Part shall be "**Comms Hub Field Trial Aspects**" and all others shall be "**Coverage Field Trial Aspects**".

1.11 The Contractor shall ensure that the Field Trial Report includes a report on the outcome of the Field Trials against the Contractor's predictions and the Field Trial Success Criteria.

- 1.12 The Contractor shall agree with the DCC (both parties acting reasonably and consent not to be unreasonably withheld or delayed by either party):
- (a) the criteria that must be met for the Field Trials to have met the obligations set out in paragraph 1.10 (the "**Field Trial Success Criteria**");
 - (b) arrangements that allow the DCC to witness such Field Trials (and conduct Test Witnessing (as such term is used in Schedule 6.2 (Testing and Acceptance)) if the DCC so elects); and
 - (c) the range and combination of installation scenarios and other matters to be subject to the Field Trials, including the numbers of Communications Hubs to be installed in the following (each of which shall form part of the Field Trial):
 - (i) city centre, urban, suburban residential, village centre, rural residential and isolated rural geographies;
 - (ii) detached and semi-detached houses, terraced houses, low rise flat and high rise flat property types, and non-domestic premises that differ from residential premises types; and
 - (iii) external, indoors, deep indoors and indoors below ground level.
- 1.13 In the event the Field Trials fail to achieve the Field Trial Success Criteria the Contractor shall (at its own cost and without prejudice to its other obligations or any other right or remedy of the DCC) review its designs and repeat the Field Trials until the Field Trial Success Criteria are achieved.
- 1.14 Whether or not the Field Trial Success Criteria are achieved, the Contractor shall (at its sole cost and without prejudice to its other obligations or any other right or remedy of the DCC) at the end of each set of Field Trials:
- (a) identify to the DCC any changes it propose to make to any designs (or proposed designs); and
 - (b) conduct an impact assessment of any changes that it may propose to the Implementation Plan and Associated Plans or any design, and share the results of that impact assessment with the DCC, together with such other information as the DCC may reasonably request,
- (each a "**Post- Field Trial Activity**").

Build Stage – CSPs build out of coverage and capacity during rollout

- 1.15 The Contractor shall:
- (a) provide at least the Committed Coverage for the Territory tracked against volumes and dates as indicated in the Table of Milestones for Coverage (including Milestone reference B1 to B16 (inclusive, including BI) and BMax) in Appendix 1 (for the purposes of this paragraph 1.15, the "**MS Coverage Table**");

- (b) report to the DCC on the Coverage Area at each date specified in the MS Coverage Table;
- (c) maintain and report on the status for all dates in the MS Coverage Table in the form of:
 - (i) blue – the Coverage Area exceeded (or is expected to exceed) the contracted value by more than 1%;
 - (ii) green – the Coverage Area was (or is expected to be) within 1% of that contracted;
 - (iii) amber – the Coverage Area was (or is expected to be) more than 1% lower than that contracted but within 2% of that contracted;
 - (iv) red – the Coverage Area was (or is expected to be) more than 2% lower than that contracted.

1.16 NOT USED

Testing

1.17 The Contractor shall ensure the Implementation Plan and Associated Plans take into consideration and are consistent with the applicable Test Documents (and the relationship between such documents can be easily understood by the DCC).

1.18 The Contractor shall ensure Test Labs at all times contain the number of Communications Hubs in accordance and consistent with its obligations under this Agreement

1.19 The Contractor shall ensure the Implementation Plan and Associated Plans take into account the need for the certification of Communications Hubs in accordance with Schedule 11 (Communications Hub).

1.20 NOT USED.

1.21 NOT USED.

Source Code and Escrow

1.22 The Implementation Plan and/or Associated Plans shall specify:

- (a) the date(s) on which the Contractor shall deliver to the DCC a copy of the Source Code Materials relating to the Specially Written Software; and
- (b) the date(s) on which the Contractor shall deposit a copy of the Source Code Materials for the Deposited Software in escrow in accordance with Schedule 5.3 (Escrow).

2. GENERAL REQUIREMENTS FOR UIT

2.1 The Contractor shall provide the SMWAN to test labs as required under this

Agreement and in accordance with the Catalogue Services.

- 2.2 The Contractor shall (at its own cost) review the DCC's scenarios for the end to end testing of the End-to-end Smart Metering System and any connected Systems (including the DCC Interfaces & Gateways) and confirm that they are complete and correct with regards the Contractor's design and shall identify any omissions or discrepancies to the DCC (including any material parts of the Services that would not be tested or would be inadequately tested under the proposed scenarios). The DCC may elect that such process shall be repeated (at the Contractor's cost) until the Contractor has confirmed that it has ensured the DCC's scenarios for such end to end testing are complete and no further omissions or discrepancies are discovered by the Contractor. To the extent the DCC as a result of such process (or otherwise) identifies additional test scenarios that are not within the scope of the Contractor's obligations under this Agreement, the DCC may raise a request for such scenario to become part of the scope of testing under the Change Control Procedure.
- 2.3 The Contractor agrees that, where and as identified by the DCC, DCC Service Users may enter and exit UIT in tranches of DCC User Gateway Catalogue functionality.

3. **GENERAL REQUIREMENTS FOR ROLL OUT**

- 3.1 The Contractor shall appoint a Roll Out Manager (who may be the Head of Implementation) for the duration of the Mass Roll Out Phase. The Roll Out Manager shall report progress weekly to the DCC Roll Out Manager (as identified by the DCC to the Contractor from time to time).
- 3.2 The Contractor shall support the DCC Service Users during FOT by the provision of extra reporting and incident handling as agreed under the Change Control Procedure.
- 3.3 The Contractor shall support the DCC during any period of CMSU by the provision of extra reporting and incident handling as agreed under the Change Control Procedure.
- 3.4 The Contractor shall ensure that the volume of new connections with Smart Meters is throttled during any period of CMSU to no more than the level agreed with the DCC as agreed under the Change Control Procedure.

Appendix 4 – Draft Implementation Plan

The parties have agreed that the Signature Date Draft Implementation Plan (as referred to in Schedule 12 (Completion Documents)) is incorporated here by reference.

The parties have agreed that the initial Master Milestone Table as at the Signature Date shall be as set out in Appendix 1 to this Schedule 6.1 (Implementation Planning) and together with the MS Coverage Table (as defined in paragraph 1.15 of Appendix 3 of this Schedule 6.1 (Implementation Planning)) shall be deemed incorporated into such Signature Date Draft Implementation Plan (and hence the Draft Implementation Plan) on the Signature Date.

Appendix 5:

Form of Milestone Achievement Certificate

To: [CONTRACTOR]

From: [DCC]

[Date]

Dear Sirs,

MILESTONE ACHIEVEMENT CERTIFICATE

[Milestone]: [*insert description*]

We refer to the Agreement relating to the provision of ICT Services to the DCC ("**Agreement**") between [#] ("**DCC**") and [#] ("**Contractor**") dated [#].

The definitions for terms capitalised in this certificate shall have the same meanings as in the Agreement.

We confirm that subject to the provisions of the Agreement (including completion of any relevant Work-off Plans), all of the Deliverables and requirements relating to the Achievement of Milestone reference number [#] (*insert description*) have been achieved.

[You may now issue and invoice in respect of [details of relevant Charges] in accordance with Schedule 7.1 (Charges and Payment) and the Agreement].*

Please note that the granting by the DCC of this Certificate shall not result in a transfer of risk to the DCC in respect of any part of the Contractor Solution and the Services.

Yours faithfully

[Name]

[Position]

acting on behalf of the DCC

**delete/amend as appropriate*