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Should you have any queries, please contact [Commercial@SmartDCC.co.uk](mailto:Commercial@SmartDCC.co.uk)

## SCHEDULE 17

### TESTING AND ACCEPTANCE

#### PART A: TESTING OVERVIEW

#### 1. OVERVIEW

1.1 Testing and Acceptance activities will occur in all Phases as required by this Agreement.

Phase	Activity
Mobilisation Phase	Testing in accordance with Schedule 4 ( <i>Agile Development Methodology</i> ).
Development Phase	Testing in accordance with Schedule 4 ( <i>Agile Development Methodology</i> ) which shall include (as a minimum):- <ul style="list-style-type: none"><li>• SMSO Product Iterative Testing (SPIT);</li><li>• Systems Integration and Performance Testing (SIPT); and</li><li>• End to End Interface Testing (E2ET).</li></ul>
Transition to Live Phase	Testing in accordance with this Schedule 17 which shall include (as a minimum):- <ul style="list-style-type: none"><li>• Regulatory Systems Integration Test (Physical SIT);</li><li>• Regulatory User Interface Testing (UIT); and</li><li>• any other testing activity set out in the Test Approach Document or otherwise requested by the DCC.</li></ul>

1.2 The Contractor shall provide the DCC with such assistance as the DCC may reasonable require in respect of Testing.

1.3 Testing activities to be completed in the Mobilisation Phase and Development Phase are set out in Schedule 4 (*Agile Development Methodology*).

1.4 Part B of this Schedule 17 sets out the testing activities to be completed in the Transition to Live Phase ("**Transition to Live Phase Testing**").

## **PART B: TRANSITION TO LIVE PHASE TESTING**

This Part B of this Schedule 17 shall only apply in respect of Transition to Live Phase Testing.

### **2. TEST DOCUMENTS**

2.1 The Contractor shall conduct all Transition to Live Phase Testing in accordance with the following Test Documents:-

2.1.1 Test Approach Document;

2.1.2 applicable Test Plans; and

2.1.3 applicable Test Specifications,

(each a "**Test Document**" and together the "**Test Documents**").

#### ***Test Approach Document***

2.2 The DCC shall deliver the Test Approach Document to the Contractor.

2.3 The Contractor acknowledges and accepts that the DCC envisages that the Test Approach Document shall be delivered to the Contractor between 1 October 2017 and 31 December 2017.

#### ***Test Plan***

2.4 The Contractor shall develop draft Test Plans as required by the Test Approach Document and submit these for the approval of the DCC, as soon as practicable but in any case no later than twenty (20) Business Days prior to the start date of the relevant Testing activity (as specified in the Project Plan) or as otherwise agreed in writing between the Parties.

2.5 The DCC shall approve or reject the draft Test Plan. If the DCC (acting reasonably) rejects the draft Test Plan:-

2.5.1 the DCC shall inform the Contractor in writing of its reasons for its rejection; and

2.5.2 the Contractor shall then revise the draft Test Plan, taking reasonable account of the DCC's comments, and shall re-submit a revised draft Test Plan to the DCC for the DCC's approval within five (5) Business Days of the date of the DCC's notice of rejection. The provisions of this Paragraph 2.5 shall apply again to any resubmitted draft Test Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

2.6 Once approved, each Party shall comply with its obligations under the Test Plan.

#### ***Test Specification***

2.7 Following approval of a Test Plan, the Contractor shall develop the Test Specifications as required by the Test Plan, as soon as reasonably practicable and in any event at least ten (10) Business Days prior to the start of the relevant Testing Activity (as specified in the Project Plan) or as otherwise agreed in writing between the Parties.

### **3. TEST ENVIRONMENTS**

3.1 The Contractor will ensure that the necessary testing environments are configured and remain operational throughout the duration of all the Transition to Live Phase.

3.2 The Contractor shall ensure the testing environments are operational and available for use Monday to Friday between the hours of 8am to 7pm.

#### **4. REGULATORY SYSTEMS INTEGRATION TEST (PHYSICAL SIT)**

4.1 The Contractor acknowledges and accepts that it must have met the entry criteria (to the reasonable satisfaction of the DCC) for Regulatory Systems Integration Testing (Physical SIT) before such can commence. Such entry criteria shall be as set out in the Test Approach Document and shall include (as a minimum):-

4.1.1 a Test Plan for the solution test (being the first test to be completed in the Regulatory Systems Integration Testing (Physical SIT)) to be accepted by the DCC;

4.1.2 all Test Specifications (as required by the relevant Test Plan) prepared (which shall include (as a minimum) traceability to requirements and design documents);

4.1.3 test labs, devices, tools, stubs, environment and data are ready;

4.1.4 the DCC and all relevant third parties have confirmed that they have resources with the requisite skills and access available to support the Testing; and

4.1.5 the DCC has issued an Approval to Proceed Certificate in respect of the relevant Testing.

#### **5. TEST WITNESSING**

5.1 The DCC may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the DCC, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

5.2 The Contractor shall notify the DCC at least ten (10) Business Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Test and the DCC shall ensure that the Test Witness attends the Test, except where the DCC has specified in writing that such attendance is not necessary.

5.3 The Contractor shall give the Test Witness access to all documentation and testing environments reasonably necessary and requested by the Test Witness to perform their role as a Test Witness in respect of the relevant Tests.

5.4 The Test Witness may:-

5.4.1 actively review the test documentation;

5.4.2 attend and engage in the performance of the Tests on behalf of the DCC so as to enable the DCC to gain an informed view of whether any test issues may be closed or whether the relevant element of the Test should be re-Tested; and

5.4.3 produce and deliver its own independent report on testing, which may be used by the DCC to assess the outcome and success of the Tests.

## **6. TESTING QUALITY AUDIT**

- 6.1 Without prejudice to its rights pursuant to Clause 28 (*Records and Audit*) and Schedule 8 (*Quality Assurance*), the DCC may perform on-going quality audits in respect of any part of Testing (each a "**Testing Quality Audit**").
- 6.2 The focus of a Testing Quality Audits shall be:-
- 6.2.1 adherence to an agreed methodology;
  - 6.2.2 adherence to the agreed testing process;
  - 6.2.3 adherence to the Test Plan (where applicable);
  - 6.2.4 review of status and key development issues; and
  - 6.2.5 identification of key risk areas.
- 6.3 The Contractor shall allow at least ten (10) Business Days, unless otherwise agreed between the Parties, in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided. The DCC shall give the Contractor at least ten (10) Business Days written notice of the DCC's intention to undertake a Testing Quality Audit and the Contractor may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Contractor's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the DCC will materially and adversely impact the Project Plan.
- 6.4 A Testing Quality Audit may involve document reviews, interviews with the Contractor Personnel involved in or monitoring the activities being undertaken pursuant to this Schedule 17 and/or the DCC witnessing Tests and demonstrations to the DCC. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Contractor and the DCC on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Contractor shall provide all reasonably necessary assistance and access to all relevant documentation required by the DCC to enable it to carry out the Testing Quality Audit.
- 6.5 If the Testing Quality Audit gives the DCC concern in respect of the applicable testing procedures, or any Test, the DCC shall:-
- 6.5.1 discuss the outcome of the Testing Quality Audit with the Contractor, giving the Contractor the opportunity to provide feedback in relation to specific activities; and
  - 6.5.2 subsequently prepare a written report for the Contractor detailing its concerns, and the Contractor shall, within a reasonable timeframe, respond in writing to the DCC's report.
- 6.6 In the event of an inadequate response to the DCC's report from the Contractor, the DCC (acting reasonably) may withhold the issuance of a Test Completion Certificate until the issues in the report have been addressed to the reasonable satisfaction of the DCC.

## **7. TESTING ACTIVITY EXIT CRITERIA**

- 7.1 Testing Activity Exit Criteria shall be as set out in the Test Approach Document.

7.2 If the Contractor does not meet the Testing Activity Exit Criteria (for the purposes of this Paragraph 7 each being a "**non-conformity**") then the DCC shall notify the Contractor and the DCC may:-

7.2.1 issue a Test Completion Certificate:-

(a) waiving the non-conformity; or

(b) conditional upon the successful completion of a Work Off Plan;

7.2.2 extend the Testing (and applicable Test Plans) by such period or periods as the Parties may reasonably agree and require the Contractor to rectify the non-conformity and re-Test as required; or

7.2.3 where the failure to satisfy the Testing Activity Exit Criteria results, or is likely to result, in the failure (in whole or in part) by the Contractor to meet a Milestone, then without prejudice to the DCC's other rights and remedies, such failure shall constitute a Notifiable Default for the purposes of Clause 11 (*Rectification Plan*).

## **8. TEST COMPLETION CERTIFICATE**

8.1 Achievement of Testing will be evidenced by the issuance of a Test Completion Certificate.

8.2 The DCC shall issue a Test Completion Certificate as soon as is reasonably practicable, issuance of the Test Completion Certificate not to be unreasonably withheld or delayed.

8.3 The issue of a Test Completion Certificate shall not:-

8.3.1 operate to transfer any risk to the DCC such that the relevant Deliverable is complete or is deemed to meet or satisfy the DCC Requirements; or

8.3.2 affect the DCC's right subsequently to reject all or any element of the Deliverable to which a Test Completion Certificate relates.

## **9. RELATED TEST DOCUMENTS**

9.1 The Contractor acknowledges that the Test Documents may need to be consistent with, and interoperate with, the format and style of test documents and testing and acceptance activities of the DCC and other Relevant Service Providers (each a "**Related Test Documents**").

9.2 The Contractor shall promptly provide any co-operation (which may include attendance at workshops with the DCC and the Relevant Service Providers), documentation, data, information or other assistance reasonably requested by the DCC or any Relevant Service Provider in relation to the preparation of any Related Test Documents and its alignment with the Test Documents.

## **PART C: ACCEPTANCE OF REPORTS**

### **10. ACCEPTANCE OF REPORTS**

- 10.1 By no later than two (2) Business Days before the relevant Milestone Date, the Contractor shall deliver to the DCC a draft Report which is consistent with the requirements of this Agreement.
- 10.2 As soon as reasonably practicable after receipt of the draft Report from the Contractor, the DCC shall notify the Contractor if it (acting reasonably) considers that the draft does not comply with any of the requirements set out in Paragraph 8 of Schedule 3 (*DCC Requirements*) or otherwise consistent with the requirements of this Agreement (for the purposes of this Part C (*Acceptance of Reports*) each being a "**non-conformity**").
- 10.3 By no later than five (5) Business Days after receipt of a notice from the DCC under Paragraphs 10.2 or 10.4, the Contractor shall:-
- 10.3.1 make all amendments to the draft Report that are necessary to address the non-conformities notified by the DCC under Paragraphs 10.2 or 10.4; and
  - 10.3.2 re-submit the revised draft Report to the DCC for review.
- 10.4 As soon as reasonably practicable after receipt of the revised draft Report from the Contractor, the DCC shall notify the Contractor of any new or outstanding non-conformities.
- 10.5 The process in Paragraphs 10.3 and 10.4 will then be repeated until the DCC notifies the Contractor that the Report is approved. Any Dispute relating to the existence of non-conformities in the Report shall be referred to the Dispute Resolution Procedure.
- 10.6 The Contractor acknowledges and accepts that the DCC's acceptance of a Report shall not act as an endorsement of the Report and shall not relieve the Contractor of its responsibility for ensuring that the Report is provided in accordance with the requirements of this Agreement.

## APPENDIX 1

### TEST COMPLETION CERTIFICATE



To: TRILLIANT NETWORKS (UK) LTD

From: SMART DCC LIMITED

[date]

Dear Sirs

### TEST COMPLETION CERTIFICATE

**TESTING ACTIVITY:** [Insert relevant Testing activity]

We refer to the agreement relating to the provision of software development and related services in respect of the SMETS1 Smart Metering Programme between **SMART DCC LIMITED** (the "DCC") and **TRILLIANT NETWORKS (UK) LTD** (the "Contractor") dated [Signature Date] (the "Agreement").

The definitions for terms capitalised in this certificate shall have the same meanings given to them in Schedule 1 (*Interpretation and Definitions*) of the Agreement.

[This Test Complete Certificate is issued pursuant to Paragraph 8 of Schedule 17 (*Testing and Acceptance*).

We confirm that each of the Testing Activity Exit Criteria for the Testing activity (as set out above) has been met.]

[OR]

[This Test Complete Certificate is issued pursuant to Paragraph 7.2.1(a) of Schedule 17 (*Testing and Acceptance*).

We confirm that the DCC is waiving the non-conformit[y][ies] set out in Annex 1 of this Test Complete Certificate.]

[AND/OR]

[This Test Complete Certificate is issued pursuant to Paragraph 7.2.1(b) of Schedule 17 (*Testing and Acceptance*).



We confirm that each of the Testing Activity Exit Criteria for the Testing activity as set out above has been met, conditional upon the successful completion of the Work Off Plan(s) as set out in Annex [1][2] of this Testing Activity Complete Certificate.]

Pursuant to Paragraph 8.3 of Schedule 17 (*Testing and Acceptance*), the issue of this Test Completion Certificate shall not operate to transfer any risk to the DCC such that the relevant Deliverable is complete or is deemed to meet or satisfy the DCC Requirements or affect the DCC's right subsequently to reject all or any element of the Deliverable to which a Test Completion Certificate relates.

Yours faithfully

**[Name]**

**[Position]**

Acting on behalf of **SMART DCC LIMITED**

## Annex 1

Ref.	Non-conformity	Description
1.	[Insert as applicable]	[Insert as applicable]
2.	[Insert as applicable]	[Insert as applicable]

**Annex [1][2]**

[Insert Work Off Plan(s)]