IMS MAXIMS Terms & Conditions

IMS MAXIMS accepts the default position as set out in the G-Cloud 15 terms and conditions. Further supplementary terms and conditions, included by IMS MAXIMS, provide additional clauses, where appropriate, to support and clarify our offerings. These terms and conditions are based on standard NHS schedules and are in operation already within a number of NHS Trusts. All additional terms and conditions are schedules of an operational nature that provide additional support to our service description document and should further clarify how each service will be carried out by IMS MAXIMS.

As set out in the call-off contract, G-Cloud 15 terms and conditions shall take precedence over the terms herein. As such IMS MAXIMS shall not, and cannot, accept a position in which there is a direct conflict with any other agreement that may be in place. IMS MAXIMS shall not make any material alterations to the terms herein to the detriment of the Authority; however clarification of these terms may take place during the call off period. Certain areas of the terms are subject to additional volumetric and/or other such information that must first be provided by the Authority and shall be completed during the call off period. IMS MAXIMS shall not materially alter any of the contractual mechanisms set out in the terms and conditions e.g. calculations.

Schedule [ ]

Service Levels

1 Scope

1.1 This Schedule [ ] sets out the Service Levels which the Contractor is required to achieve when delivering the Services, the mechanism by which Service Failures will be managed and the method by which the Contractor's performance of the Services by the Contractor will be monitored. This Schedule comprises:

1.1.1 Part A: Service Levels; and

1.1.2 Part B: Performance Monitoring.

PART A

<u>Service Levels</u>

1 Principal points

1.1 The objectives of the Service Levels and Service Charge Retentions are to:

1.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Authority;

1.1.2 provide a mechanism whereby the Authority can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the level of Service for which it has contracted to deliver; and

1.1.3 incentivise the Contractor to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

2 Service Levels

2.1 The Contractor shall, at all times, provide the Services in such a manner that the Operating Service Level for each of the Services is achieved.

2.2 The Authority shall categorise the severity level for each of the Service Incidents of the Contractor Software reported to the Service Desk in accordance with the definitions set out in the table below and the Contractor shall deliver to the level as requested by the Authority.

Contractor Software Service Level	**Operating Service Level**
Availability	The Contractor Software in the live environment must be available to all End Users at least 99.9% of the time during each Service Period.

The Contractor categorises Contractor Software incidents for the live environment as follows:

Table 1: Incident Response and Resolution Time

Severity level	**Severity categorisation**	**Maximum Response Time**	**Maximum Resolution Time or workaround agreed**

1 - Critical	• The Contractor Software is inoperable and/or incapable of fulfilling one or more of its *major* functions • Patient data is being saved or retrieved by the Contractor Software in such a way as to give rise to clinical safety concerns	10 minutes	4 hours
2 - High	• The Contractor Software is able to fulfil its functions overall but its operation is severely degraded • The Contractor Software is operable but is incapable of fulfilling one or more of its *less critical* functions • There is data corruption or loss of a non critical nature	10 minutes	8 hours
3 - Medium	• Non-business critical system function or group of functions is unusable or not operating correctly	1 Working Day	20 Working Days
4 - Low	• There is some minor loss of functionality used regularly by a few End Users or infrequently by many End Users	5 Working Days	Next maintenance release or 90 Working Days - as agreed with the Authority
Severity level	**Severity categorisation**	**Maximum Response Time**	**Maximum Resolution Time or workaround agreed**
5 - Minor	• A defect of a cosmetic nature is present • There is a minor loss of functionality used infrequently by few End Users	5 Working Days	Scheduled maintenance release - as agreed with the Authority

Service Request	Note this category does not represent a failure of the Contractor Software. It may include: • An enhancement request, e.g. where the incident is agreed to be a requirement for new or revised functionality; • a request for information or assistance, e.g. queries, enquiries, service extensions or data corrections and other amendments.	5 Working Days	n/a

2.3 The Contractor shall ensure that the performance of the Contractor Software during a Service Period shall not breach the Service Charge Retention Thresholds as specified in table 2.

Table 2 : Service Charge Retention Thresholds

Service Failure	**Service Charge Retention Threshold**
Availability	Less than 99.7%
Severity Level 1 or Level 2 incident	Two or more incidents that breach the maximum Response Time or maximum Resolution Time

2.4 Any such breach shall entitle the Authority to retain a percentage of the Service Charge.

2.5 The Contractor shall be entitled to receive a single Service Charge Retention held by the Authority by achieving the Operating Service Level for two consecutive Service Periods.

2.6 The Contractor shall ensure that the performance of the Contractor Software shall not breach the following Service Thresholds:

Table 3 : Service Thresholds

Service Failure	**Service Threshold in any Service Period**
Availability	Less than 96.60%

Severity Level 1 incident	4 or more
Severity level 2 incident	6 or more

2.7 In the event of a Critical Service Failure the Authority shall be entitled to terminate this Agreement pursuant to Clause [ ] and/or seek damages.

2.8 The Contractor shall monitor its performance of each of the Services referred to in Paragraph 2.1 by reference to the Service Level(s) for that Service and shall send the Authority a report detailing the level of service which was achieved in accordance with the provisions of Part B of this Schedule.

2.9 None of the terms in this section 2 (Service Levels) shall apply to the training environment. Where the release of Contractor Software in the training environment is the same version as the release in the live environment, the maximum Response Times and maximum Resolution Times as specified in Table 1 shall apply. Where the release of Software in the training environment is different to the version in the live environment then the Contractor will take reasonable measures to resolve a Severity Level 1 incident within one Working Day and a Severity Level 2 incident within two Working Days.

2.10 None of the terms in this section 2 (Service Levels) shall apply to the test environment. The testing environment shall not be subject to any Service Levels. All problems or failures in the test environment shall be resolved taking reasonable measures to resolve a Severity Level 1 incident within 1 Working Day and a Severity Level 2 incident within two Working Days.

3 Service Charge Retention

3.1 The Authority shall use the performance reports provided pursuant to Part B of this Schedule to, among other things, verify the calculation and accuracy of the Service Charge Retention, if any, applicable to each relevant Service Period.

4 Contractor System Maintenance

4.1 The Contractor shall create and maintain a rolling maintenance Schedule with regard to the Contractor Software ("**Maintenance Schedule**") to be agreed with the Authority. The Maintenance Schedule shall be discussed and updated by the Project Board in accordance with the procedures set out in the Governance Schedule.

4.2 When the Contractor wishes to carry out any maintenance to the Contractor Software (other than Emergency Maintenance), it shall ensure that:

4.2.1 the timing of the planned maintenance is in accordance with the requirements of the Maintenance Schedule or is as otherwise agreed in writing with the Authority's Representative in advance;

4.2.2 it is carried out during Non-Core Hours;

4.2.3 once agreed with the Authority's Representative the planned maintenance (which shall be known as "**Permitted Maintenance**") is forthwith entered onto the Maintenance Schedule; and

4.2.4 the Permitted Maintenance is subsequently carried out in accordance with the Maintenance Schedule.

4.3 Service Downtime arising due to Permitted Maintenance that is carried out by the Contractor in accordance with Paragraph 5.2.3 will be subtracted from the total number of hours in the relevant Service Period when calculating Availability.

4.4 The Contractor shall carry out any necessary maintenance where it reasonably suspects that the Contractor System or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the Contractor System and the Services.

4.5 The Contractor shall give as much notice as is reasonably practicable to the Authority's Representative prior to carrying out any Emergency Maintenance.

5 Authority Services

5.1 Where the Authority fails to meet its obligations specified in the Order Form, which has a negative impact on the Contractor's ability to meet the Service Levels, the Contractor shall not be deemed to be in breach of the Service Levels.

PART B

Performance Monitoring

This Part B is to be read in conjunction with the Schedule [ ] (Governance) and relates specifically to the Performance Monitoring of the Contractor Software and associated support services.

1 Reporting of Service Failures

1.1 The Authority shall report all Contractor Software Service Incidents to the Service Desk.

1.2 The Contractor shall ensure that all Contractor Software Service Incidents are logged immediately on receipt of notification, on the Contractor call logging system.

1.3 Whenever requested by the Authority's Representative (acting reasonably), the Contractor shall provide to the Authority's Representative an up-to-date status report with respect to each incident raised.

1.4 The Authority shall determine the level that relates to each Contractor Software Service Incident as determined in accordance with Paragraph 2 of Part A of this Schedule. The Contractor shall be entitled to challenge the level that is allocated by the Authority. Any such challenge shall not affect the obligations of the Contractor to respond to the Service Incident in accordance with the level initially allocated by the Authority until such time as any change to the level is agreed.

1.5 Where the incident is for a Severity Level 1 or Level 2 Service Incident, the Authority will always report the fault by telephone and this will be acknowledged in a non-automated way. Lower severity faults may be reported via an online portal. Once an incident has been logged during Core Hours, an automated email will be sent to the Authority with the incident reference.

2 Performance monitoring and performance review

2.1 Within 10 Working Days of the end of each Service Period, the Contractor shall provide a Performance Monitoring Report to the Authority's Representative.

2.2 The Performance Monitoring Report shall contain, as a minimum, the following information in respect of the Service Period just ended:

2.2.1 for each Service Level, the actual performance achieved over the Service Period, and that achieved over the previous three Service Periods;

2.2.2 a summary of all Contractor Software Service Incidents that occurred during the Service Period;

2.2.3 the level of each Contractor Software Service Incident that breached its Service Level.

2.2.4 which Contractor Software Service Incidents remain outstanding and progress in resolving them;

2.2.5 for any Level 1 Service Incident occurring in the Service Period, the cause of the fault and any action being taken to reduce the likelihood of recurrence;

2.2.6 for any repeat incidents, actions taken to resolve the underlying cause and prevent recurrence;

2.2.7 whether a Service Charge Retention applies during that Service Period;

2.2.8 the accumulated number of periods for which a Service Charge Retentions has applied, minus the number of periods for which a Service Charge Retention has been paid to the Contractor;

2.2.9 a rolling total of the number of Service Failures that have occurred and the number of Service Charge Retentions over the past six months;

2.2.10 relevant particulars of any aspects of the performance by the Contractor which fail to meet the requirements of the Agreement; and

2.2.11 such other details as the Authority may reasonably require from time to time.

2.3 The Contractor shall provide the Authority's Representative with a quarterly written summary of the monthly Performance Monitoring Reports that have been prepared during that Quarter ("**Quarterly Summary**"). The Quarterly Summary shall be provided by the Contractor to the Authority within ten Working Days of the end of each Quarter, and shall be reviewed at the Performance Review Meeting which immediately follows its issue. The Quarterly Summary shall contain such details as the Authority shall reasonably require.

2.4 The parties shall attend Performance Review Meetings on a quarterly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Contractor and the Authority of the Performance Monitoring Reports and Quarterly Summaries (where relevant).

2.5 The Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance by the Contractor and the calculations of the total number or Service Charge Retentions for any specified period.

3 Records

3.1 The Contractor shall keep appropriate documents and records (e.g. Service Desk records, Service Incident logs, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc) in relation to the Services being delivered and the other requirements to be satisfied. Without prejudice to the generality of the foregoing, the Contractor shall maintain accurate records of incident histories for a minimum of 12 months and provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Contractor shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.

3.2 In addition to the requirement in Paragraph 3.1 of this Part B to maintain appropriate documents and records, the Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Contractor both before and after the Operational Service Commencement Date and the calculations of the total number or Service Charge Retentions for any specified period.

3.3 The Contractor shall ensure that the Service Level log, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and capable of being printed.

Schedule [ ]

Security Management Plan

1 Introduction

1.1 This schedule covers:

1.1.1 principles of protective security to be applied by the Authority whilst consuming the Services;

1.1.2 principals of protective security to be applied by the Contractor in delivering the Services;

1.1.3 obligations in the event of actual, potential or attempted breaches of security.

2 Principles of Security for the Authority

2.1 The Contractor acknowledges that the Authority places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the Authority's information security management system ("ISMS").

2.2 The Authority shall be responsible for the effective performance of the ISMS and will at all times seek to provide a level of security which:

2.2.1 is in accordance with good industry practice, Law and this Agreement;

2.2.2 complies with the Authority security policy;

2.2.3 meets any specific security threats to the ISMS; and

2.2.4 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 5 of this schedule;

2.2.5 complies with the security requirements as set out in the Order Form;

2.2.6 complies with the Authority's ICT standards

2.2.7 reviews Contractor's compliance with the security standards;

2.3 The references to standards, guidance and policies set out in Paragraph 2.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time

3 Principles of Security for the Contractor

3.1 The Contractor confirms that they have an internal Information Security Management System that ensures the confidentiality, integrity and availability of information within their own operations and consequently supports the security provided by the Authority's ISMS.

3.2 The Contractor shall be responsible for the effective performance of their internal ISMS and will at all times seek to provide a level of security which:

3.2.1 is in accordance with good industry practice, Law and this Agreement;

3.2.2 compliments the Authority security policy;

3.2.3 meets any specific security threats to the Services;

3.2.4 complies with ISO/IEC27001 and ISO/IEC27002;

3.2.5 complies with the security requirements as set out in Schedule 2.1 (Services Description);

3.2.6 complies with the Authority's ICT standards for remote system access

3.2.7 facilitate the Authority's right to review security standards as detailed above

3.3 The references to standards, guidance and policies set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time.

4 Breach of Security

4.1 Either party shall notify the other upon becoming aware of any breach of security or any potential or attempted breach of security.

4.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 4.1, the Contractor shall:

4.2.1 immediately take all reasonable steps necessary to:

4.2.1.1 remedy such breach or protect the integrity of the Services against any such potential or attempted breach or threat; and

4.2.1.2 prevent an equivalent breach in the future.

Such steps shall include any action or changes reasonably required by the Authority. In the event that such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under this Agreement, then the Contractor shall be entitled to refer the matter to the Change Control Procedure; and

4.2.2 as soon as reasonably practicable provide to the Authority full details of the breach of security or the potential or attempted breach of security.

APPENDIX 1

Please request our Security Policy using the contact details found on G-Cloud

APPENDIX 2

Please request our Security Management Plan using the contact details found on G-Cloud

Schedule [ ]

Implementation Plan

1 Purpose of Schedule

1.1 The purpose of this Schedule [ ] is:

1.1.1 to define a process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan to deliver the Services; and

1.1.2 to identify the Milestones, Future Events (and associated Deliverables) including the Milestones that trigger payment to the Contractor of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

2 Outline Implementation Plan

2.1 This Outline Implementation Plan is aligned to the proposed scope of the Contractor's Solution and the Contractor's Solution delivery methods as set out at the effective date of the Agreement and subject to change at the request of the Authority and the agreement of the Contractor. Any such change shall be agreed through the use of the Change Control Procedure.

Milestone Number	**Milestone Description**	**Deliverables** ***(bulleted list showing all Deliverables and associated tasks)*** **required for each Milestone**	**Milestone Date**	**Authority Responsibilities** ***(if applicable)***	**Payment Milestone**
		Milestones			
		•			
		•			
		•			

Table 1

Future Event Number	Future Event Description	Deliverables *(bulleted list showing all Deliverables and associated tasks)* required for each Future Event	Future Event Date	Authority Responsibilities *(if applicable)*	Payment for Future Event
		Future Events			
		•			
		•			
		•			

Table 2

3 Milestones and Milestone Dates

3.1 The parties shall perform their obligations so as to achieve each Milestone (shown in Table 1 of section 2 of this Schedule [ ] by the Milestone Date. The Authority and the Contractor shall agree the Milestone acceptance criteria three months prior to the Milestone Date. Should this not be achieved Clause [ ] (Delays to Milestone due to Authority Cause) shall apply.

3.2 Changes to the Milestones set out in table 1 in section 2 of this Schedule shall only be made in accordance with the Change Control Procedure and provided that the Contractor shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause [ ] (Delays to Milestone due to Authority Cause)).

3.3 The Future Events in table 2 are provided for indicative and financial planning purposes.

4 Detailed Implementation Plan

4.1 The parties acknowledge the importance of detailed planning for the implementation of all of the Services under this Agreement and the need to develop the Detailed Implementation Plan in accordance with this Schedule and Clause [ ] (Implementation Plan).

4.2 The Contractor shall ensure that the Detailed Implementation Plan prepared and delivered to the Authority in accordance with Clause [ ] (Implementation Plan) incorporates all of the Milestones and Milestone Dates and includes (as a minimum) the Contractor's proposed timescales in respect of the following for each of the Milestones:

4.2.1 the completion of each design document;

4.2.2 the completion of the build and configuration phase;

4.2.3 the completion of testing of the Services in accordance with Schedule [ ] (Testing Procedures); and

4.2.4 training and roll-out activities.

4.3 The Contractor shall ensure that the Detailed Implementation Plan:

4.3.1 clearly outlines in a detailed plan all the steps required to implement the Milestones to be achieved in the next 12 months, together with a high level plan for the rest of the programme, in conformity with the requirements and Standards as set out in the Order Form;

4.3.2 clearly outlines the required roles and responsibilities of all parties concerned, including staffing requirements (subject to the list of Authority's Responsibilities and subject to the roles and responsibilities set out in Schedule [ ] (Key Personnel)); and

4.3.3 is produced using a software tool as specified, or agreed by the Authority.

4.4 Prior to the submission of the Detailed Implementation Plan in accordance with Clause [ ] (Implementation Plan), the Authority shall have the right, at any time, to review any documentation produced by the Contractor: (i) in relation to the development of the Detailed Implementation Plan; and/or (ii) for the purposes of developing the initial draft of the Detailed Implementation Plan into the agreed Implementation Plan, including:

4.4.1 details of the Contractor's intended approach to the Detailed Implementation Plan and its development;

4.4.2 copies of any drafts of the Detailed Implementation Plan produced; and

4.4.3 any other work in progress in relation to the Detailed Implementation Plan.

4.5 The Authority shall have the right to require the Contractor to include any reasonable changes or provisions in the Detailed Implementation Plan before it is submitted to the Authority in accordance with Clause [ ] (Implementation Plan) or Paragraph 4.8 below as appropriate.

4.5.1 The Authority shall work with the Contractor to produce a Contractor's Detailed Implementation Plan. The Authority shall notify the Contractor within ten (10) Working Days of its receipt of the Detailed Implementation Plan, whether it is approved or rejected.

4.5.2 If the Contractor's Detailed Implementation Plan is approved, it shall be adopted immediately.

4.5.3 If the Authority rejects the Contractor's Detailed Implementation Plan, then at the time it notifies the Contractor of that rejection it shall also

identify the changes that the Authority reasonably recommends be made.

4.5.4 The Contractor shall take Authority's recommendations into account, amend the Contractor's Detailed Implementation Plan accordingly and submit an amended Contractor's Detailed Implementation Plan to the Authority for approval within five (5) Working Days of the date of receipt of the Authority's rejection notice.

4.5.5 If the amended Contractor's Detailed Implementation Plan is approved, it shall be adopted immediately.

4.6 If the parties have not agreed the Contractor's Detailed Implementation Plan within 30 Working Days, the matter shall be resolved in accordance with the governance process in Schedule [ ] - Governance.

4.7 After approval of the Detailed Implementation Plan in accordance with Clause [ ] (Implementation Plan) it shall be maintained and updated on a weekly basis by the Contractor as may be necessary to reflect the then current state of the implementation of the Services. Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Contractor in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure (and for the avoidance of doubt any amendments to elements of the Detailed Implementation Plan which reflect the contents of the Outline Implementation Plan shall be deemed to be material amendments) provided that in no circumstances shall the Contractor alter or attempt to alter any Milestone Date except in accordance with Clause [ ] (Delays to Milestones Due to Authority Cause). Until such time as the updated Detailed Implementation Plan is approved by the Authority, the Detailed Implementation Plan then existing (that is to say prior to the update) shall apply. In addition to maintaining and updating the Detailed Implementation Plan in accordance with Paragraph 4.7 of this Schedule, the Contractor shall submit an updated Detailed Implementation Plan within 20 Working Days of receiving notification from the Authority, or such longer period as the parties may agree (provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure), of being advised by the Authority of an event reasonably identified by the Authority as requiring a revised Detailed Implementation Plan.

4.8 Any such revised Detailed Implementation Plan shall be submitted by the Contractor for approval in accordance with the procedure set out in Paragraph 4.5 above.

4.9 The parties shall consider and review the Detailed Implementation Plan and progress towards its successful implementation at the Project Board meetings held in accordance with Schedule [ ] (Governance). In preparation for such meeting the current Detailed Implementation Plan shall be provided by the Contractor to the Authority not less than five Working Days in advance of each meeting of the Project Board.

5 Stage Review Process, Sign off and Acceptance

5.1 The stage review process is an essential element of the Contractor deployment approach) and is designed to ensure that at key points through the course of a deployment phase, there is documented agreement between the parties of the achievement of defined deliverables against the Implementation Plan.

5.2 At specific points in a deployment phase the parties will be required to sign off and accept that the stage in the project plan has been completed. The parties shall use the deliverables and Authority responsibilities in the Project Plan as the baseline to the acceptance Criteria. These deliverables will form the sign off and acceptance of that stage.

5.3 At the end of each stage, the parties shall review the activities that were performed and deliverables completed to determine whether a stage can be signed off and accepted. The parties must complete the stage review as soon as practicable but in any event within seven (7) days of the applicable due date for that stage, unless otherwise agreed.

5.4 The Contractor shall prepare an end stage report and provide this to the Authority five (5) days prior to the stage review. That report shall set out the status of each activity that was to be performed and deliverable that was to be provided by each party during the relevant stage.

5.5 If, acting reasonably, the Authority and the Contractor each determine that the acceptance criteria have materially been met and therefore a stage has been signed off and accepted. In the event that the stage corresponds with a Milestone, the Authority shall provide a Milestone Achievement Certificate to the Contractor, such provision not to be unreasonably withheld or delayed.

5.6 If, acting reasonably, the Authority and the Contractor each determine that the acceptance criteria have not materially been met and therefore the stage cannot be accepted, the following procedure will be followed:

5.6.1 Within five (5) Working Days of the relevant stage review, the Contractor shall prepare a mitigation plan. If both parties agree that it is practicable to proceed with project activities scheduled within for other stages in the project, the parties will proceed in the deployment project and in the event that the sign off and acceptance of that stage corresponds with a Milestone, the Authority shall issue a Milestone Achievement Certificate in accordance with paragraph 12.5; or

5.6.2 request that a new stage review be scheduled in which case the parties shall perform their respective obligations in the mitigation plan and then the parties shall repeat the processes set out in paragraphs 12.2 to 12.5 in respect of the sign off and acceptance of that stage.

5.6.3 but in any event if the mitigation plan has not been approved by the Authority and the Contractor or otherwise agreed by the parties within five (5) Working Days of the Authority's receipt of the draft mitigation plan, the matter shall be immediately escalated to the relevant governance forum in accordance with the Dispute Resolution procedure set out in the Order Form.

Schedule [ ]

Testing procedures

1 Introduction

1.1 This Schedule sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Success Criteria, Test Strategy, Test Plans and Test Specifications.

1.2 The Authority will issue a Test Certificate when a Deliverable satisfies the Test Success Criteria for the Tests related to that Deliverable. The Authority will grant a Milestone Achievement Certificate when all Tests relating to a Milestone have been completed and, subject to Clause [ ] (Delays Due to Contractor Default), the Authority has issued Test Certificates in respect of all of the Tests relating to that Milestone.

2 Risk

2.1 The issue of a Test Certificate shall not operate to transfer any risk that the Deliverable will meet and/or satisfy the Authority's requirements for that Deliverable. The grant of a Milestone Achievement Certificate shall not operate to transfer any risk that the Milestone is complete or that it will satisfy the Authority's requirements for that Milestone. The grant of a Milestone Achievement Certificate in respect of Authority to Proceed shall not operate to transfer any risk that the Contractor Software or the Services will meet and/or satisfy the Authority's requirements for the Services.

2.2 If test issues are identified after a Test Certificate or Milestone Achievement Certificate have been granted, then the Authority and the Contractor will work collaboratively to classify these issues, as per the table in 9.1, and manage the issues through to resolution, within an agreed timeframe.

3 Testing overview

3.1 All Tests conducted by the Contractor shall be conducted in accordance with the Test Strategy, the Test Plans and the Test Specifications.

3.2 All Tests conducted by the Contractor shall work in accordance with the Authority's Operational Software Testing Policy where relevant to the delivery of the Services and which the Authority as supplied to the Contractor prior to completion of the Test Strategy.

3.3 The Contractor shall not submit any Deliverables for Testing:

3.3.1 unless it is reasonably confident that they will satisfy successfully the relevant Test Success Criteria and until the Authority has issued a Test Certificate in respect of any prior, dependant Deliverables;

3.3.2 until the parties have agreed the Test Plan and the Test Specification relating to those Deliverables; and

3.3.3 unless it has provided the Authority with at least 10 Working Days notice (or such other period as the parties may agree) in writing certifying that the relevant Deliverable is ready for Testing.

3.4 The Contractor shall use reasonable endeavours to submit a Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Milestone.

3.5 Prior to the issue of a Test Certificate, the Authority shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3.6 The provisions of Clause [ ] (Testing), Clause [ ] (Implementation Delays - General Provisions), Clause [ ] (Delays due to Contractor Default), Clause [ ] (Delays to Milestones due to Authority Cause) and Clause [ ] (Delays not due to one Party) shall apply to Testing.

3.7 Any disputes between the Authority and the Contractor regarding this Testing shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

3.8 The Authority shall issue Test Certificates and grant Milestone Achievement Certificates without unreasonable delay.

4 Test Strategy

4.1 The Contractor shall develop in collaboration with the Authority the final Test Strategy as soon as practicable after the Effective Date.

4.2 The Authority shall work with the Contractor to ensure that the strategy covers all aspects of testing required for the implementation.

4.3 The final Test Strategy shall include:

4.3.1 an overview of how Testing will be conducted in relation to the Implementation Plan;

4.3.2 the process to produce Test scripts and the roles and responsibilities of the Contractor and Authority in producing, managing and executing Test scripts;

4.3.3 the process to be used to capture and record Test results and the categorisation of Test Issues;

4.3.4 the method for mapping the expected Test results to the Test Success Criteria;

4.3.5 the procedure to be followed should a Deliverable fail to satisfy the Test Success Criteria or to produce unexpected results, including a procedure for the resolution of Test Issues;

4.3.6 the procedure to be followed to sign off each Test;

4.3.7 the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan to resolve Test Issues;

4.3.8 the names and contact details of the Authority's and the Contractor's Test representatives;

4.3.9 a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Authority and/or third party involvement in the conduct of the Tests;

4.3.10 the technical environments and standards required to support testing; and

4.3.11 the procedure for managing the configuration of the Test environments.

5 Test Plans

5.1 The Contractor shall develop Test Plans for those Test Cycles that are the responsibility of the Contractor as defined in the Test Strategy for the approval of the Authority as soon as practicable prior to the start date for the relevant Testing as specified in the Implementation Plan. The Authority will provide any supporting resources necessary for the development of the Test Plans as specified in the Test Strategy.

5.2 The Authority shall develop Test Plans for those Test Cycles that are the responsibility of the Authority as defined in the Test Strategy for the approval of the Contractor as soon as practicable prior to the start date for the relevant Testing as specified in the Implementation Plan. The Contractor will provide any supporting resources necessary for the development of the Test Plans as specified in the Test Strategy.

5.3 Each Test Plan shall include as a minimum:

5.3.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be met;

5.3.2 detailed test environment requirements and test standards

5.3.3 documentation and any other basis for test design

5.3.4 features to be tested and features not to be tested

5.3.5 test deliverables

5.3.6 required resources

5.3.7 a detailed procedure for the Tests to be carried out, including:

5.3.7.1 the timetable for the Tests including start and end dates;

5.3.7.2 the Testing mechanism;

5.3.7.3 dates and methods by which the Authority or Contractor can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;

5.3.7.4 the mechanism for ensuring the quality, completeness and relevance of the Tests;

5.3.7.5 the format and an example of Test progress reports and the process with which the Authority and or Contractor can obtain a list of Tests to be conducted each day;

5.3.7.6 the process with which the Authority or Contractor will review Test Issues and progress on a timely basis;

5.3.7.7 the implementation of the Test Plan;

5.3.7.8 the re-Test procedure, the timetable and the resources which would be required for re-Testing;

5.3.7.9 the decision making process for escalation from a retest situation to specific remedial action to resolve the problem / Test Issue; and

5.3.7.10 the roles and responsibilities of the Authority and Contractor.

5.4 The Authority shall not unreasonably withhold or delay its approval of the Test Plans and the Contractor shall implement any reasonable requirements of the Authority in the Test Plans.

6 Test Success Criteria

6.1 The Contractor will in collaboration with the Authority provide the Test Success Criteria for the functional areas listed, but not limited to those of this section 6 for the delivery of Services as set out in the Order Form. Test Success Criteria for all functionality introduced via change control shall be subject to the Test Criteria defined within the agreed Change Control Notice.

6.2 The Contractor in collaboration with the Authority shall agree detailed test criteria for the Services 30 days prior to commencement of Testing for each phase or deliverable. The criteria may include but not be limited to:

6.2.1 the functional requirements of the Software

6.2.2 pre-conditions:

6.2.2.1 Test environment

6.2.2.2 Test approach and type (e.g. regression, negative etc)

6.2.2.3 roll back of test database to a known baseline.

6.2.3 integration

6.2.4 identity management and Role Based Access Control (“RBAC”)

6.2.5 information governance and audit

6.2.6 migrated data

6.2.7 volumetrics, performance, resilience

6.2.8 Ready For Operations (“RFO”)

7 Test Specifications

7.1 Following approval of a Test Plan, the Contractor in collaboration with the Authority shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable prior to the start of the relevant Testing as specified in the Implementation Plan.

7.2 Each Test Specification shall include as a minimum:

7.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Authority and the extent to which it is equivalent to live operational data;

7.2.2 a plan to make the resources available for Testing;

7.2.3 Test scripts;

7.2.4 Test approach and type

7.2.5 Test pre-requisites and the mechanism for measuring them; and

7.2.6 expected Test results, including:

7.2.6.1 a mechanism to be used to capture and record Test results; and

7.2.6.2 a method to process the Test results to establish their content.

8 Testing

8.1 Before submitting any Deliverables for Testing the Contractor shall subject the relevant Deliverables to its own internal quality control measures.

8.2 The Contractor shall be responsible for managing and reporting the test execution of those Test Cycles defined as being the responsibility of Contractor in the Test Strategy.

8.3 The Authority shall be responsible for managing and reporting the test execution of those Test Cycles defined as being the responsibility of Authority in the Test Strategy.

8.4 The Contractor in collaboration with the Authority shall manage the progress of Testing in accordance with the relevant Test Plan and it shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test witnesses in accordance with section 10 (Test witnessing).

8.5 The Contractor shall notify the Authority at least ten Working Days (or such other period as the parties may agree) in advance of the date, time and location of the relevant Tests and the Authority shall ensure that the Test Witnesses attend the Tests, except where the Authority has specified in writing that such attendance is not necessary, and will ensure the availability of any other required Authority resources as specified in the Test Plan.

8.6 The Authority may raise and close Test Issues during the Test witnessing process.

8.7 The Contractor in collaboration with the Authority will provide a final Test Report within five working days of completion of the relevant Test Cycle. Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

8.7.1 an overview of the Testing conducted;

8.7.2 identification of the relevant Test Success Criteria that have been satisfied;

8.7.3 identification of the relevant Test Criteria that have not been satisfied together with the Contractor's explanation of why those criteria have not been met;

8.7.4 the Tests that were not completed together with the Contractor's explanation of why those Tests were not completed;

8.7.5 the Test Success Criteria that passed, failed or which were not tested, and any other relevant categories, in each case grouped by severity level in accordance with Paragraph 9.1 (Test Issues);

8.7.6 the specification for any hardware and software used throughout the Testing and any changes that were applied to that hardware and/or software during the Testing; and

8.8 In the event that a Deliverable does not meet the relevant Test Success Criteria and the reason of the failure can be solely attributed to the Contractor, the Test Report shall constitute a Non-Conformance Report for the purposes of Clause 6.1 (Delays Due to Contractor Default).

9 Test Issues

9.1 Where a Test Report identifies a Test Issue, the parties shall agree the classification of the Test Issue using the following criteria:

Test Issue Severity Level	Definition

Level 1 (Critical)	Prevents a critical element of the Services and/or the System from functioning or being performed which would have a direct or indirect impact on patients and/or End Users.
Level 2 (Severe)	All elements of the Services and/or the System can still function with a workaround, however functionality or performance is severely impacted.
Level 3 (Major)	All elements of the Services and/or the System can still function with a workaround, however required functionality or performance is materially impacted.
Level 4 (Minor)	All elements of Services and/or the System can still function, however there is minor functionality/performance impact.
Level 5 (Cosmetic)	All elements of Services and/or the System can still function, however there are minor cosmetic defects with no functional impact and with no impact on patients or clinical services.

9.2 The Test Issue Management Log shall log Test Issues to reflect the severity classifications allocated to each Test Issue pursuant to Paragraph 9.1.

9.3 The Contractor and Authority shall be responsible for maintaining the Test Issue Management Log for all Test Cycles for which they are responsible and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. Each party shall make any Test Issue Management Log available to the other party upon request.

9.4 The Authority Representative shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Contractor. If the parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

10 Test witnessing

10.1 For Test Cycles that are the responsibility of the Contractor, the Authority may require the attendance at any test of one or more witnesses. Those tests the Authority may require to witness will be specified in the Test Strategy. Witnesses will be selected by the Authority, each of whom will have appropriate skills to fulfil the role of a Test Witness.

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

10.3 The Test Witnesses will actively review the Test documentation and will attend the performance of the Tests on behalf of the Authority so as to enable the Authority to gain an informed view of whether a Test Issue may be closed or whether the relevant Component should be re-Tested. However, the Test Witnesses will not be involved in the execution of any Test.

10.4 The Test Witnesses may be required to verify that the Contractor conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification.

10.5 The Test Witnesses may produce and deliver their own, independent reports on Testing, which may be used by the Authority to assess whether the Tests have been carried out and completed properly.

11 Outcome of Testing

11.1 Each Deliverable will be deemed to have passed Testing if at the outcome of the testing the Deliverable has no more than the listed number of Test Issues outstanding and unresolved according to the following table:

11.2 Pass - All steps within the script were carried out successfully as listed

Test Issue Severity Level (as set out in section 9.1 above)	Number of outstanding and unresolved Test Issues of this Severity Level
1	None
2	None
3	[To be agreed between the Authority and the Contractor]
4	[To be agreed between the Authority and the Contractor]
5	[To be agreed between the Authority and the Contractor]

11.3 Fail - Unable to carry out all steps within the script. Issue logged.

11.4 Abandoned - This script has not run to completion: An external error prevented the tester from execution of all steps.

11.5 Not Run - The Test script was not run

11.6 The Contractor shall ensure that each Deliverable completes Testing for which they are responsible for, as defined in the Test Strategy, subject to the Authority meeting its obligations under this Schedule, and the Authority will issue a Test Certificate when the relevant Deliverable satisfies the Test Success Criteria in respect of that Test.

11.7 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then:

11.7.1 the party responsible for the Deliverable shall rectify the cause of the failure and re-submit the Deliverables (or the relevant part) to Testing, provided that the parties agree that there is sufficient time for that action prior to the relevant Milestone Date; or

11.7.2 the parties shall treat the failure of Deliverables that are the responsibility of the Contractor and where the failure is exclusively within the Contractors control as a Contractor Default.

11.8 When the Authority has issued Test Certificates and/or conditional Test Certificates in respect of all the Deliverables related to a Milestone it will also grant a Milestone Achievement Certificate.

11.9 The grant of a Milestone Achievement Certificate will entitle the Contractor to the receipt of a payment in respect of that Milestone in accordance with the provisions of the Order Form.

APPENDIX A

Test Certificate

To: [Contractor]

From: [Authority]

[date]

Dear Sirs

Test certificate

Deliverables: [insert description of Deliverables]

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

The definitions for terms capitalised in this certificate are set out in the Definitions to the Agreement.

[We confirm that the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

OR

[This Test Certificate is issued pursuant to Clause [ ] of the Agreement (Delays Due to Contractor Default) on the condition that any Test Issues are remedied in accordance with the Correction Plan attached to this certificate.]*

*delete as appropriate

Yours faithfully

[Name]

[Position] acting on behalf of

[Authority] **APPENDIX B**

Milestone Achievement Certificate

To: [Contractor]

From: [Authority]

[date]

Dear Sirs

Milestone achievement certificate

Milestone: [insert description of Milestone]

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

The definitions for terms capitalised in this certificate are set out in the Definitions to the Agreement.

[We confirm that all the Deliverables relating to Milestone Number [ ] have been tested successfully in accordance with the Test Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]*

OR

[This Milestone Achievement Certificate is granted pursuant to Clause [ ] of the Agreement (Delays Due to Contractor Default) on the condition that any Test Issues are remedied in accordance with the Correction Plan attached to this certificate.]*

[You may now issue an invoice in respect of the sums due are payable in accordance with the Order Form.]*

*delete as appropriate

Yours faithfully

[Name]

[Position]

acting on behalf of [Authority]

Schedule [ ]

Governance

1 Introduction

1.1 This schedule sets out the governance relationships, structures and processes to be used by the parties for the Term of the Agreement. The parties agree that effective governance is crucial to the success of the partnership under the Agreement and shall be effected through:

1.1.1 Effective relationships at a person to person level between the parties' organisations;

1.1.2 The creation of effective boards, each with a clear mandate; and

1.1.3 The definition of suitable and effective management mechanisms agreed and jointly followed by the parties.

1.2 Effective governance should manifest itself by delivering the following:

1.2.1 The Authority's overall financial, clinical and operational programme being central to the PAS/EPR development strategy;

1.2.2 The predictable and timely delivery of the Contractor Solution across the deployment phases;

1.2.3 A clear and communicated understanding of the workshare between the parties during the implementation project and in the operation of the Solution and in line with the

1.2.4 Effective communication between the parties in operational running such that Service Failures are (where possible) pre-empted, downtime minimised and defects resolved and managed in a timely manner.

1.2.5 A benefits baseline and measurement approach that identifies and measures each benefit against an agreed, measureable outcome at the commencement of the Agreement and prior to each deployment phase is adhered to by both parties that allows return on investment to be quantified and demonstrated.

2 Programme and Project Management

2.1 For the duration of the programme, the Contractor shall appoint its Chief Operating Officer or nominated executive and the Authority shall appoint a Programme Director (Senior Responsible Owner) who shall each be responsible for the

delivery of the respective Contractor's and Authority's responsibilities under the programme.

2.2 For the duration of each deployment phase, the Contractor shall appoint a Program Manager and the Authority shall appoint a programme manager each of whom shall be appropriately qualified and who shall each be responsible for the high quality and timely delivery of their respective deployment project responsibilities.

2.3 Section 3 sets out the structure / operating model which the Contractor seeks to work within from both a governance, programme and project management perspective.

2.4 Benefits realisation is a critical success measure of the programme. In order to robustly deliver benefits, the parties must jointly ensure the following:

2.4.1 Robust identification of a baseline of benefits in totality, enabled or delivered through the implementation of the Contractor Solution;

2.4.2 Refinement to account for the level of benefit attributable to the Contractor Solution;

2.4.3 Implementation of a jointly agreed benefits realisation plan;

2.4.4 The Authority works in conjunction with the Contractor to continuously identify further opportunity for business improvement and benefit, accepting this will be an iterative process over the Term of the Agreement; and

2.4.5 The Authority shall grant the Contractor access to key data and information sources required to successfully quantify and deliver benefit.

3 Programme Structures and Board Establishment

3.1 Boards shall be established by the Authority under this Agreement on which both the Contractor and the Authority shall be represented.

3.2 The Contractor roles described in sections 7.1 to 7.5 shall be represented upon these boards as set out in sections 3.3 to 3.7 below and further membership and make-up of the individual Boards is set out as an example below in figure 1.

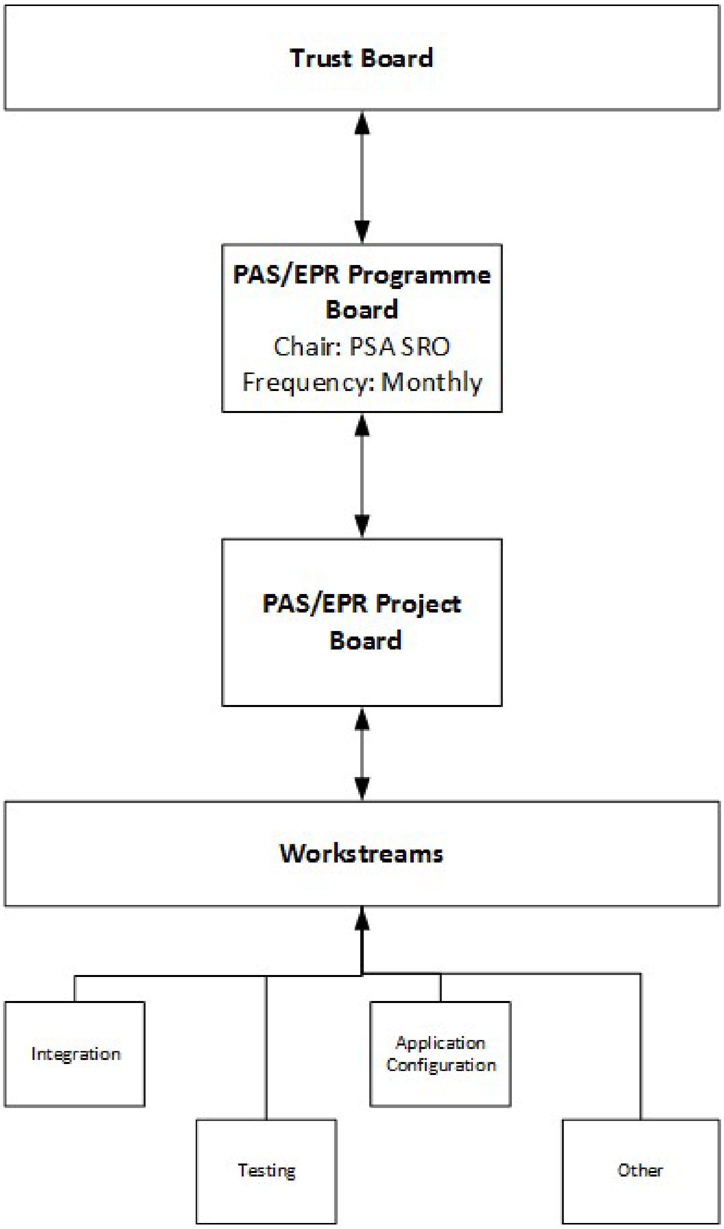

Figure 1

3.3 The Trust Board shall:

3.3.1 already be in existence and shall not comprise any Contractor membership;

3.3.2 provide oversight and ultimate executive sponsorship, but not necessarily be involved in the programme on a day to day basis;

3.3.3 be ultimately accountable for the successful delivery of the programme for the Authority;

3.3.4 be prepared to engage with the Contractor where appropriate to maintain ultimate strategic oversight on the Authority's behalf and ensure success;

3.3.5 Act as escalation point for the Programme Board;

3.3.6 continue to meet against its usual schedule; and

3.3.7 should the Trust Board require greater visibility into the programme, the Contractor shall make available a director to attend meetings by invitation.

3.4 The Programme Board shall:

3.4.1 be primarily focused upon the successful delivery of the programme and other related projects and programmes at a strategic level;

3.4.2 be the first significant point of escalation should issues not be dealt with operationally at project or workstream level;

3.4.3 be responsible for ensuring those accountable for risk management of issues and risks, benefits realisation, and engaging with the Authority's organisation fulfil their requirements and act as a support structure should the need to escalate issues arise;

3.4.4 act as escalation point for the Project Board;

3.4.5 typically meet on a monthly basis;

3.4.6 be responsible for identifying expected benefits from the business case and ensuring that they are addressed or delivered within the plans for the Contractor solutions within each deployment phase;

3.4.7 be accountable for the continuation of benefits measurement, tracking and achievement from the completion of a deployment phase into operational management;

3.4.8 ensure that this Agreement is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Contractor;

3.4.9 receive and review reports from the Project Board (when appropriate) relating to the progress of any deployment projects currently underway;

3.4.10 receive and review escalated issues from the Performance Review Meetings relating to key aspects of the operation of the Services;

3.4.11 review reports on technology, service and other developments that offer potential for improving the benefit either party is receiving, in particular value for money;

3.4.12 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services;

3.4.13 authorise the commissioning and initiation of new business change projects and shall assess opportunities for additional Services; and

3.4.14 consider and resolve Disputes (including Disputes as to the cause of a delay to the Project or the performance of the Services) escalated to the Programme Board.

3.5 The Project Board:

3.5.1 will be focussed on the operational delivery of the individual deployment projects within the programme;

3.5.2 will deal primarily with the day to day matters which typically arise during a typical implementation of the projects;

3.5.3 will provide to the Programme Board a consolidated view of the individual workstreams on a monthly basis;

3.5.4 will escalate issues and risks to success and benefits which cannot be managed at workstream level;

3.5.5 will be accountable for the realisation of benefits and a successful programme along with the Programme Board;

3.5.6 shall typically meet on a monthly or twice-monthly basis depending on the Stage of the deployment phase;

3.5.7 shall be responsible for the identification, ownership and resolution of risks and issues pertaining to the deployment phase, and the escalation of those risks and issues to the Programme Board as appropriate;

3.5.8 shall contain operational and clinical resources relevant to the departments and specialties impacted by the deployment project. The Project Board shall be responsible for review existing working practice, designing future workflow and managing the change that is required in preparation for deployment;

3.5.9 will be accountable to the Programme Board for comprehensive oversight of each deployment phase;

3.5.10 will report to the Programme Board on significant issues requiring decision and resolution by the Programme Board and on progress against the Project Plan;

3.5.11 shall receive reports from the Contractor's Project Manager and Authority Project Manager on progress against the Project Plan;

3.5.12 will review and report to the Programme Board on co-ordination of individual projects and any integration issues; and

3.5.13 will consider and resolve Disputes (including Disputes as to the cause of a delay to the deployment phase or the performance of the Services) in the first instance and if necessary escalate the Dispute to the Programme Board.

3.6 Performance Review Meeting

3.6.1 From the point of the Operational Service Commencement Date and for the remainder of the Term of the Agreement, the Contractor Solution shall be in operational use. Schedule [ ] sets out the governance process relating to the reporting and escalation of Service Incidents and the role of Performance Monitoring in monitoring and reviewing adherence the operational Service Levels within this Agreement; and

3.6.2 In line with the role of the Project Board set out in section 3.5 above, the Performance Review Meeting is expected to identify and report to the Programme Board on significant issues requiring decision and resolution by the Programme Board.

3.7 Workstream meeting:

3.7.1 will be focussed on the core delivery of the programme;

3.7.2 shall be split by function, reflective of the Contractor solution being deployed;

3.7.3 will be responsible for the delivery of the anticipated benefits and execution of the Project Plan required to achieve planned benefits;

3.7.4 will be responsible for the establishment of a robust benefits baseline and identification of benefit initiatives and benefits realisation plan;

3.7.5 will typically be formed of individuals and champions that fulfil either a clinical or operational role; and

3.7.6 shall call upon the input of subject matter experts drawn from the Contractor and/or the Authority; and

4 Board Structure and Representation

4.1 Figure 1 within section 3.2 sets out the Board structure at the Effective Date.

4.2 Figure 1 and section 3 sets out in relation to each Board:

4.2.1 the expected Authority members of that Board;

4.2.2 the expected Contractor members of that Board;

4.2.3 the frequency that the Board shall meet (unless otherwise agreed between the parties);

4.2.4 the location of the Board's meetings, which shall be subject to agreement by the parties; and

4.2.5 the planned start date by which the Board shall be established subject to agreement by the parties.

4.3 In the event that either party wishes to replace any Board Member position, that party shall notify the other in writing of the proposed change for agreement by the other party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority Board Member has at all times a counterpart Contractor Board Member of equivalent seniority and expertise.

4.4 Each party shall ensure that its Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that:

4.4.1 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and

4.4.2 that he/she is debriefed by such delegate after the Board Meeting.

4.5 A chairperson shall be appointed by the Authority for the Programme Board and Project Board. The chairperson shall be responsible for:

4.5.1 scheduling Board meetings;

4.5.2 setting the agenda for Board meetings and circulating it to all attendees in advance of such meeting;

4.5.3 chairing the Board meetings;

4.5.4 monitoring the progress of any follow-up tasks and activities agreed to be carried out following Board meetings;

4.5.5 ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven (7) Working Days after the Board meeting; and

4.5.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

4.6 Board meetings shall be quorate as long as at least two representatives from each party are present.

4.7 The parties shall ensure, as far as reasonably practicable, that all Boards shall held as soon as reasonably practicable to resolve the issues and achieve the objectives placed before them. Each party shall ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

5 Governance Roles

5.1 The roles set out in section 6 of this schedule are Authority roles for the Governance of the delivery of the Contractor Solution and Services through the Term of the Agreement, their interaction with the Contractor.

5.2 The roles set out in section 7 of this schedule are Contractor roles for the Governance of the Contractor Solution and Services through the Term of the Agreement, and their interaction with the Authority.

6 Authority Governance Roles

6.1 Programme Director

6.1.1 Summary

- The Programme Director is ultimately responsible for the programme and delivery of benefits and therefore should take appropriate action where necessary to ensure success. He or she needs to ensure that the business case remains valid throughout the duration of the programme.

6.1.2 Key responsibilities – the Programme Director:

- acts as champion of the programme;

- is accountable for the embedding and institutionalisation of planned outcomes;
- is accountable for the realisation of benefits in line with the benefits realisation plan;
- ensures resolution of issues escalated by the Programme Manager or Programme Board;
- sponsors the communications programme; communicates the programme's goals to the Authority organisation as a whole;
- makes key organisation/commercial decisions for the programme;
- assures availability of essential programme resources;
- approves the budget and decides tolerances;
- ensures that the Programme Manager is appraised of any changes to strategy;
- leads the Programme Board; and
- shall assume ultimate authority and responsibility for the programme.

6.2 Programme Manager

6.2.1 Summary

- The Programme Manager is responsible to the Programme Director for managing the delivery of the change needed to achieve the strategic objectives of the Programme. This means managing a range of projects in a coherent way so that the sum of the benefits is greater than the sum of the component parts.
- The Programme Manager will be an experienced Project Manager and will have skills in negotiation and change management.

6.2.2 Key Responsibilities – the Programme Manager:

- has overall management and co-ordination of the programme, its projects and their interdependencies;
- contributes to the strategy, policy and procedure;
- manages supplier/consultancy/contractual relationships;

-
- has responsibility for detailed programme planning and control;
- has budgetary control of the programme of projects;

  manages the deployment project outputs in line with the programme plan;

- manages programme issues and escalates where necessary - includes reviewing escalated project issues to evaluate whether they will affect the programme;
- resolves cross-functional issues at programme level;
- ensures deployment projects maintain focused on benefits;
- reviews project requests for change to scope to evaluate any impact at programme level;
- monitors project progress and performance;
- liaises with, and updates progress to, programme steering board/senior management;
- manages communications with stakeholders (in partnership with the benefits manager); and
- works closely with the benefits manager to ensure the Programme embeds any new working practices.

6.3 Senior Project Manager

6.3.1 Summary

- Key individual responsible for organising and controlling deployment projects within the programme. In the context of the programme they will ensure deployment projects are delivered and shall work to resolve blocks and issues to their delivery.

6.3.2 Key responsibilities – the Senior Project Manager:

- shall ensure there is availability, to the deployment project, of appropriate resources both physical and human at a deployment project delivery level;
- will facilitate the availability of such resources through appropriate and effective stakeholder engagement;
- shall be accountable for work tasks being completed on time and to the required standard;

-
- shall schedule and organise work, producing the required Detailed Implementation;
- shall maintain the scope of the project;
- shall manage risks and control changes; and

shall report progress to the Project Board and where required to the Programme Board.

6.4 Clinical Systems Manager

6.4.1 Summary

- Key individual responsible for managing the Authority's first and second line service desk function.

6.4.2 Key responsibilities – the Clinical Systems Manager:

- shall take management responsibility for the Authority's support function as set out in schedule [ ] (Service Management)
- shall interface with the Contractor's service manager, and shall play a key role in Performance Review Meetings.

6.5 Chief Clinical Information Officer ("CCIO")

6.5.1 Summary

- Key individual responsible for maintaining internal Authority clinical relationships, communications and for key clinical decision making during the course of a deployment phase and across the programme.
- Responsible for ensuring the clinical credibility of each deployment phase and of the programme.

7 Contractor Governance Roles

7.1 Director of Operations

7.1.1 Summary

- In post for the Term of the Agreement

-
- Client interface with the Authority Programme Director •

Point of escalation for the Contractor customer delivery leader.

- Member of the Programme Board.

7.1.2 Key Responsibilities – Director of Operations:

- manages the overall Contractor relationship with the Authority;
- develops a strategy of scale (big picture) to grow the breadth and depth of the relationships;
- provides the connection and thought leadership between the Authority's business strategies and the Contractor's core values proposition. Establishing trusted relationships with all levels and

venues inside the Authority's organisation ensuring business needs are understood and the Contractor's information technology strategies are strategically enhancing;

- shall be responsible for commercial and financial matters pertaining to the Authority relationship and shall arrange for, and facilitate meetings as required and appropriate between the commercial and finance teams of both parties to maintain an effective working relationship between the organisations;
- shall have oversight to all contractual interactions with the Authority; and
- provides executive oversight into deployment projects and other deliverables, so that delivery dates are met and ensures value is being delivered to the Authority as committed.

7.2 Customer Services Manager

7.2.1 Summary

- Shall be ultimately responsible for delivering all of the Contractor Services within the Agreement to the agreed Service Levels, and to the Authority's satisfaction.
- Has the authority to address any shortfalls, and to able to agree any changes or variations to the Contractor/Service.
- Shall develop and manage a holistic approach to the Contractor relationship with the Authority including the business relationship, operations and delivery, economic performance and integration with the Contractor's organisation across all venues and levels.
- Is ultimately responsible for understanding both the Authority's and the Contractor's business at large so that the relationship and solutions translate into value for both the Authority and the Contractor.

7.2.2 Key Responsibilities – Customer Services Manager:

- sets Milestones and provides oversight for deployment project delivery;
- ensures the delivery of projects on time and in a highly satisfactory manner to grow reference opportunities for the Authority and the Contractor;
- meets benefits targets to generate value for the community and organisation;

- ensures baselines are established within a project, periodic reviews of a project's impact take place and measurable benefits are communicated to the Authority and within the Contractor's organisation as evidence of contribution to "best practices";
- is an advocate on behalf of the Authority as necessary;
- acts as the executive sponsor to the Authority and collaborates with the Authority to ensure their voice is heard within the Contractor's organisation (for example, in client councils); and
- serves as the escalation point for issues requiring executive attention.

7.3 Senior Project Manager

7.3.1 Summary

- Client interface with the Authority project manager
- Point of escalation for the workstream leads.
- Member of the Project Board
- The Project Manager is responsible for the overall project delivery, and development of the relationship with the Authority necessary to deliver a successful deployment project. The project manager owns and manages the end-to-end Project Plan and manages the day-to-day activities of the deployment project for the Contractor, ensuring on-time and efficient delivery of deployment projects;
- The project manager works with the Authority to secure the necessary resources to support the deployment project and manage service delivery; and
- The Project Manager role is key in initially setting and maintaining correct deployment project expectations with the Authority; these expectations drive an exceptional level of service to the Authority throughout the project.

7.3.2 Key Responsibilities – The Senior Project Manager:

- leads the overall delivery of a deployment project and manages the daily operations of the deployment project team;
- manages the Project Plan along with all associated Contractor resources and manages the achievement of Milestones and stage reviews.;

- manages deployment project risks and issues and escalates risks and issues (as appropriate) via the Contractor's management and Authority project manager;
- is responsible for maintaining deployment project risk logs and facilitating risk management process as directed by the Contractor's PMO, to ensure that all risks are managed in a timely manner;
- maintains a high level of customer satisfaction through effective communication and innovative development of deployment solutions;
- proactively manages scope to ensure that the deployment project shall not be subject to scope creep or under delivery, unless changes are approved through the change control procedure;
- defines and collects metrics to give a sense for how the deployment project is progressing and whether the deliverables produced are acceptable;
- uses the Contractor's standard tools for performing key responsibilities; and
- is responsible for all Contractor staff assigned to the deployment project on a full-time/permanent basis.

7.4 Service Delivery Manager

7.4.1 Summary

- Engaged from the commencement of a deployment project to build awareness of Contractor Solutions to be deployed within that deployment project, and to be subsequently supported by the Contractor's Service Desk.
- Client interface with the Authority service manager.
- Attendance at the Performance Review Meetings.
- Aligned to the Authority and responsible for the day-to-day delivery of the Contractor's support service to the Authority.

7.4.2 Key responsibilities – The Service Delivery Manager:

- has Authority contact for the day to day delivery of Service Operations;
- is the point of escalation for client issues related to the use of the Contractor Solutions during the Operational Phase;

- provides escalation management of all incidents and problems, including ‘in dispute’ items;

- provides engagement to manage and report on high severity Issues, working with other Contractor teams as appropriate;
- delivers Authority support service reports and attends agreed Performance Review Meetings; and

- works with the Authority to deliver opportunities for service improvement across Contractor support service operations, contributing to improved Authority satisfaction.

8 Programme management mechanisms

8.1 The Contractor and the Authority shall, where and when appropriate, seek to adopt such processes, practices and mechanisms that ensure sound and effective governance of the programme.

8.2 The Contractor will develop, operate, maintain and amend, as agreed with the Authority, processes for:

8.2.1 the identification and management of risks. The project risk register will be completed by the Contractor and submitted for review by both parties at the Project Board;

8.2.2 the identification and management of issues; and

8.2.3 the monitoring and controlling of Project Plans.

9 Project management mechanisms

9.1 Project Management Office (“PMO”), quality and programme assurance

9.1.1 The Contractor’s quality system is a total systems approach to quality and is designed to deliver the requirements of the ISO9001 standard for quality management system standard.

9.1.2 From a regulatory perspective, there is a requirement upon the Contractor to establish a quality plan and define the quality system procedures and instructions to support that quality plan. The Contractor’s quality system also establishes the structure, policies and procedures required to ensure the safety and effectiveness of the Contractor’s solutions.

9.1.3 From a business perspective, the Contractor’s quality system establishes how the Contractor embodies quality throughout the life cycles of the solutions and services it provides.

9.1.4 The Contractor's compliance with quality standards is set out in the Order Form.

9.2 Document Management

9.2.1 All programme documents that need to be transferred in a controlled manner between the Authority and the Contractor are distributed via the Contractor's central PMO document management function. All

new Contractor owned documents will be assigned a controlled document reference number to enable traceability. Authority owned documents will be assigned a reference number by the Authority document management function. The Contractor's document management analyst will perform a series of quality checks on all documentation received, and return documents for rectification if significant defects are found.

9.3 Risks and issues

9.3.1 The Contractor shall employ a consistent risks and issues strategy across the programme, supported by the Contractor's PMO.

9.3.2 The Contractor's strategy is based on best practices taken from PRINCE2 and is supported by tools and a variety of reports provided by the Contractor's PMO, including:

9.3.2.2 New risks and issues raised per week; and

9.3.2.3 Risks and issues in need of escalation.

9.3.3 The Contractor's risk and issue lists are the repository for all identified project risks and issues and related information that is gathered, and supports analysis, tracking and reporting. The list for each deployment phase is owned by the Contractor's Project Manager and is accessible by all interested parties within both the Authority and the Contractor's teams (with defined access rights).

9.4 Escalation and Dispute Resolution

9.4.1 For issues and disputes that cannot be resolved where they are raised, the Order Form and associated Agreement sets out the procedure for escalating issues and disputes.

10 Partnership

10.1 The Authority and Contractor shall work in the spirit of partnership through the Term of the Agreement. For the avoidance of doubt this does not extend to or constitute a legal partnership under which either party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other party. Benefits accrued to both parties may include:

10.1.1 Membership of the Authority on Contractor user groups, through which the Authority may influence future designs and workflow.

10.1.2 Share the benefits of improved process with clinical and IT communities, for which the Authority may accrue reference credits to be used to fund future Authority projects, such benefits sharing to include:

10.1.2.1 the hosting of reference visits; and

10.1.2.2 the publication of outputs from benefits studies within national health and IT publications and academic papers.

Schedule [ ]

Business Continuity and Disaster Recovery Plan

11 Purpose of this schedule

11.1 This schedule sets out the Authority's requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of Services disruption or failure and for restoring the Services through business continuity and as necessary disaster recovery procedures. It also includes the requirement on the Contractor to support the Authority in developing, reviewing, testing, changing, and maintaining a Business Continuity and Disaster Recovery (BCDR) Plan in respect of the Services according to the related milestones in Schedule [ ]

11.2 The BCDR Plan shall be divided into three parts:

11.2.1 Part A which shall set out general principles applicable to the BCDR Plan ("General Principles");

11.2.2 Part B which shall relate to business continuity ("Business Continuity Plan"); and

11.2.3 Part C which shall relate to disaster recovery ("Disaster Recovery Plan").

11.3 The BCDR Plan shall detail the processes and arrangements which the Authority and Contractor shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services and the recovery of the Services in the event of a Disaster.

12 Development of BCDR Plan

12.1 The BCDR Plan shall unless otherwise required by the Authority, be based upon and be consistent with the provisions of sections 3, 4 and 5 of this schedule [ ] (Business Continuity and Disaster Recovery Plan).

12.2 The Contractor will ensure that the Authority is provided with a copy of its Business Continuity and Disaster Recovery Plans and that these are integrated with the BCDR Plan where relevant.

12.3 The Contractor shall ensure that it's Sub-contractors' disaster recovery and business continuity plans are integrated with the BCDR Plan where relevant.

13 Part A – General principles and requirements

13.1 The BCDR Plan shall:

13.1.1 set out how the business continuity and disaster recovery elements of the Plan link to each other;

13.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Services;

13.1.3 contain an obligation upon the Contractor to liaise with the Authority and (at the Authority's request) any Related Service Provider with respect to issues concerning business continuity and disaster recovery where applicable;

13.1.4 detail how the BCDR Plan for the Services links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Authority and any of its other Related Service Providers as notified to the Contractor by the Authority from time to time;

13.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels;

13.1.6 contain a risk analysis, including:

13.1.6.1 failure or disruption scenarios and assessments and estimates of frequency of occurrence;

13.1.6.2 identification of any single points of failure within the Services and processes for managing the risks arising therefrom;

13.1.6.3 identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider; and

13.1.6.4 a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;

13.1.7 provide for documentation of processes, including business processes, and procedures which may be documented separately;

13.1.8 set out key contact details (including roles and responsibilities, if any) for the Contractor (and any Sub-Contractors) and for the Authority;

13.1.9 identify the procedures for reverting to "normal service";

13.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to eliminate or, where not possible, minimise data loss and to preserve data integrity;

13.1.11 identify the responsibilities (if any) that the Contractor has agreed it will assume in the event of the invocation of the BCDR Plan; and

13.1.12 identify any technical advice and assistance that the Contractor will provide to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's business continuity plans.

13.2 The BCDR Plan shall be designed so as to ensure that:

13.2.1 the Contractor is able to provide the Services in accordance with the Agreement at all times during and after the invocation of the BCDR Plan;

13.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Authority is minimal as far as reasonably possible;

13.2.3 it complies with the relevant provisions of ISO/IEC17799:2005, ISO 22301:2019 , BS15000 (as amended) and all other relevant industry standards from time to time in force; and

13.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

13.3 The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.

13.4 The Contractor shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Charges to the extent that a Disaster occurs as a direct consequence of any breach by the Contractor of this Agreement. The Authority shall not be entitled to any relief from its obligations under the Order Form as a direct consequence of any breach by the Authority of this Agreement.

14 Part B – Business Continuity Plan – Principles and contents

14.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including but not limited to and unless the Authority expressly states otherwise in writing:

14.1.1 the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and

14.1.2 the steps to be taken by the Authority upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

14.2 The Business Continuity Plan shall address the various possible levels of failures of or disruptions to the Services and the services to be provided and the steps to be taken to remedy to the different levels of failure and disruption. The Business Continuity Plan shall also clearly set out the conditions and/or circumstances under which the Disaster Recovery Plan is invoked.

15 Part C – Disaster Recovery Plan – principles and contents

15.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Authority can ensure continuity of their business operations supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

15.2 The Disaster Recovery Plan shall only be invoked upon the occurrence of a Disaster.

15.3 The Disaster Recovery Plan shall include the following:

15.3.1 the technical design and build specification of the Disaster Recovery System;

15.3.2 details of the procedures and processes to be put in place by the Authority and Contractor and any Sub-contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

15.3.2.1 data centre and disaster recovery site audits;

15.3.2.2 backup methodology and details of the Authority's approach to data back-up and data verification;

15.3.2.3 identification of all potential disaster scenarios;

15.3.2.4 risk analysis;

15.3.2.5 documentation of processes and procedures;

15.3.2.6 hardware configuration details;

15.3.2.7 network planning including details of all relevant data networks and communication links;

15.3.2.8 invocation rules;

15.3.2.9 Services recovery procedures;

15.3.2.10 steps to be taken upon Service resumption to address any prevailing effect of failure or disruption to the Services;

15.3.2.11 details of arrangements for the Contractor to use its best endeavours to provide limited and temporary Disaster Recovery infrastructure if the need arises;

15.3.3 any applicable service levels with respect to the provision of Disaster Recovery Services and details of any agreed relaxation upon the Service Levels during any period of invocation of the Disaster Recovery Plan;

15.3.4 details of how the Authority shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

15.3.5 access controls (to any disaster recovery sites used by the Authority); and

15.3.6 testing and management arrangements.

16 Review and amendment of the BCDR Plan

16.1 The Authority shall review part or all of the BCDR Plan (and the risk analysis on which it is based):

16.1.1 on a regular basis and as a minimum once every six calendar months; and

16.1.2 within three calendar months of the BCDR Plan (or any part) having been invoked.

16.2 Each review of the BCDR Plan pursuant to section 6.1 shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Authority within the period required by the BCDR Plan or if no such period is required, within such period as the Authority shall determine. The Authority shall provide a report setting out:

16.2.1 the findings of the review;

16.2.2 any changes in the risk profile associated with the Services; and

16.2.3 the Authority's proposals for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any) that the implementation of such proposals may have on any services or systems provided by the Contractor or any third party.

17 Testing of the BCDR Plan

17.1 The Authority intends to test the BCDR Plan or elements thereof on a regular basis (and in any event not less than once in every Contract Year) and the Contractor will support the Authority in planning and performing each test.

17.2 Whenever the Authority requires any test of the BCDR Plan it shall give the Contractor written notice at least 20 working days in advance.

17.3 Following each test, the Authority shall send to the Contractor a written report summarising the relevant results of the test and the Contractor will review this and respond to any proposed actions or remedial measures to the Authority within 20 working days.

Schedule [ ]

Key Personnel

The table below indicates the Key Roles for the purposes of the Agreement.

It is expressly stated and acknowledged by the Authority that all those Contractor roles listed below marked with an asterisk (*) shall not be required to devote materially all of their time and effort to the performance of the Services, and, for the avoidance of doubt, these Contractor personnel within such Key Roles shall not be dedicated exclusively to the Services under the Agreement.

18 Contractor Key Roles

Role	Responsibilities	Transition and Handover period required	Phase of the project during which they will be a Key Person
Director of Operations	Project sponsor, overall responsibility within the Contractor's organisation for Operations, Service Management, Software Engineering, Technical and IT Infrastructure. Responsible for the overall Partnership with the Authority.	2 months	Throughout the Term.
Customer Services Manager	Directing and guiding the Project Managers during the lifecycle of the project, representing the Contractor at Project Board meetings, steering the project and managing escalations. Following Commencement of the Services, the responsibility will be for the Service Levels, continuous improvement and delivery of Benefits.	2 months	Throughout the Term.
Clinical Safety Officer	Ensuring the clinical information requirements are being met.	1 month	Throughout the Term.

Senior Project Manager	Will work with the project team and Trust on the day-to-day management of the programme to ensure delivery to time and budget and will work with the team to define the strategy and plan for go live and post go-live support. This will cover governance, management, technical and operational activities, and resourcing. Following the Commencement of the Services, the responsibility will be to ensure that the Service meets the required Service Levels and anticipated benefits.	1 month	One Project Manager will be provided for the delivery of the MAXIMS solution. Additional Project Managers will be allocated to deliver third party solutions and will report in to the Contractor Project Manager.

19 Authority Key Roles

Role	Responsibilities	Transition and Handover period required	Phase of the project during which they will be a Key Person
Programme Director (SRO)	Ideally a member of the Authority's main board, this person is ultimately responsible for the programme and delivery of benefits and therefore should take appropriate action where necessary to ensure success. He or she needs to ensure that the business case remains valid throughout the duration of the programme.	Two months	Throughout the Term.

Programme Manager	Managing the delivery of the change and deployment needed to	Two months	Throughout the Term
Role	**Responsibilities**	**Transition and Handover period required**	**Phase of the project during which they will be a Key Person**
	achieve the strategic objectives of the Programme.		
Senior Project Manager	Delivery of the change and deployment needed to achieve the strategic objectives of the Programme. Controlling Authority resources, liaising with the Supplier's project manager, and reporting to the programme board	Two months	Throughout the Term
EPR Clinical Lead	Ensuring the clinical information requirements are being met.	Two months	Throughout the Term
CCIO	Overall responsibility for ensuring clinician engagement in the project.	Two months	Throughout the Term